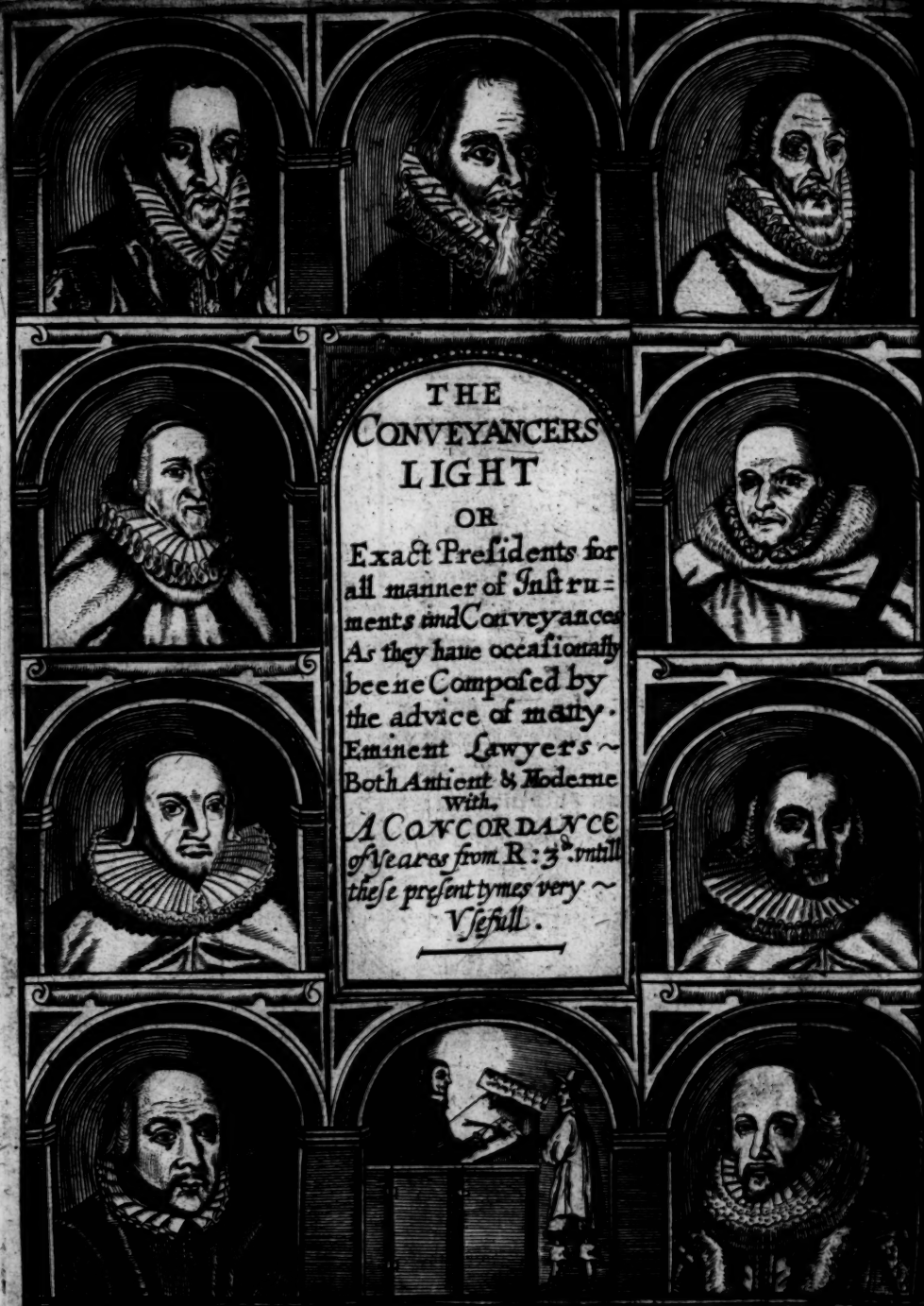


THE CONVEYANCERS LIGHT

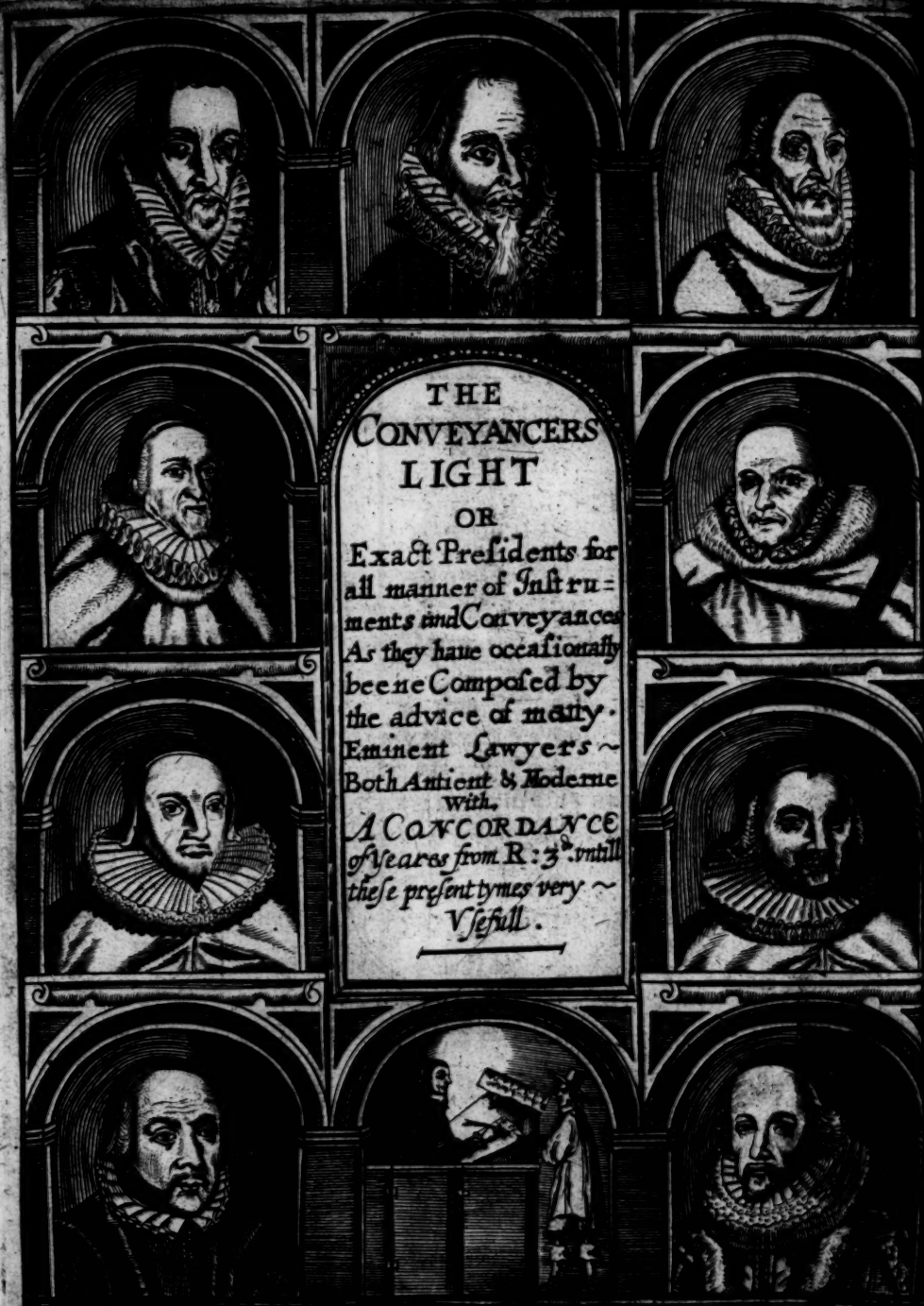
OR

Exact Presidents for all manner of Instruments and Conveyances As they have occasionally beene Composed by the advice of many Eminent Lawyers Both Antient & Moderne

With

A CONCORDANCE of Yeares from R: 3d. vntill these present tymes very Vsefull.

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The Compleat

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Containing the best

FORMS

Of all sorts of

PRESIDENTS,

FOR

CONVEYANCES and ASSURANCES; And other *INSTRUMENTS* now in Use and Practice:

WITH

The Forms of Bills, Pleadings, and Answers in *Chancery*; As they were penned and perfected by Eminent Lawyers, and Great Conveyancers, both Antient and Modern.

WHEREUNTO ARE ADDED,

Divers *PRESIDENTS*, which were wanting: And also some *Saxon* Presidents; With the Exposition of certain Words, used in antient Charters: And the proper Names of Men and Women: With Additions of Titles of Honour, Trades, and Occupations, Cities, Counties, Bishopricks; Names of Offices, Moneths, and Dayes; Numbers of Money and Weights, in *Latine* and *English*: With a Computation of years, from King *William* the Conquerour, to this present.

With Alphabetical Tables of the whole Contents of the said Book.

The Third Edition.

LONDON,
Printed by *T. R.* for *J. Place* at *Furnivals*-Inne Gate in *Holborn*. MDCLXXI.

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Rec. Feb. 25, 1902.

TO THE

READER.

HOw much the well-penning and due executing of Common-Assurances, doth conduce to the happiness and quiet of the People of this Nation, is not unknown to the Practisers of the Law, and indeed to all Men: And because the drawing of Settlements of Estates, Joyntures, Deeds of Purchase, and other Instruments, are oftentimes committed to Attornies, and Councellors Clerks, who (though very able) do oftentimes meet with difficult and unusual kinds of Conveyances and Instruments. Great pains hath been taken in the collecting of many chief Draughts of Conveyances, Assurances, and Instruments of all sorts; some of which, going only under the general Name or Title of Settlements, will requite his labour, that will seriously peruse the same; they being fully fraught with all manner of Limitations of Uses, Conditions, Powers, Provisoes, and other extraordinary Clauses, used in great Settlements;

and indeed, are the most considerable and weighty Matters in the Book. And you have here not only a Third Edition of the Book, called The Compleat Clerk, *much corrected and reformed; but also many Instruments there also added to each Title, not in the former Impressions: As also,* Bills, Pleas, Demurrers, *and Proceedings in* Chancery; *and* Captions *of Fines of all sorts, Warrants of Attorney, to appear for the* Tenants, *and Vouchers in Recoveries, and the Entries of Recoveries upon Records; with all Writs and Proceedings thereupon. As also, many Instruments used in the* Civil Law, *and touching Ecclesiastical Matters and Persons: So that all such as are imployed to draw* Conveyances *and* Instruments, *may herein be ready furnished, either with an apt President, or fit Matter for the doing thereof.*

J. H.

THE

THE COMPLEAT CLERK AND SCRIVENERS GUID.

BEING

Exact Draughts of all manner of Assurances, and Instruments now in Use; As they were penned, and perfected, by divers Eminent Judges, and Serjeants at Law; and learned Councell, both Ancient and Modern.

A Grant of an Annuity, penned by Mr. Edmond Plowden.

THis Indenture made the day of *D.* in the twentieth year of the Raign of our Soveraign Lady *Elizabeth*, by the Grace of God, *&c.* Between *J. I.* of *M.* in the County of *O.* Yeoman, and *W. I.* Son and Heir apparent of the said *J.* of the one part; And *R. D.* of *H.* in the said County of *O.* Yeoman, on the other part; Witnesseth that the said *J. I.* and *W. I.* for and in consideration of the sum of threescore pounds of lawful money of *England*, to them before the ensealing of these Presents by the said *R. D.* well and truly contented and paid, whereof, and wherewith, they acknowledged themselves satisfied, and thereof do by these Presents fully acquit, and discharge the said *R. D.* his Heirs, Executors, and Administrators, by these presents have given and granted, and by these presents for them, and their Heirs, do give and grant to the said *R. D.* one Annuity or yearly Rent of six pounds, of good and lawful money of *England*, issuing, and going out of all those Messuages, Lands, Tenements, and Hereditaments, set, lying, and being in *M.* aforesaid; now or late in the Tenure and Occupation of the said *J. I.* or his Assignes, and out of all other Lands, Tenements, and Hereditaments whatsoever, of them the said *J.* and *W.* or either of them, in *M.* aforesaid, *C.* and *H.* in the said County of *O.* To have and to hold, pertain and enjoy

Consideration.

Grant of the Annuity.

Habend.

enjoy the ſaid Annuity or yearly Rent of ſix pounds, and every parcel thereof to the ſaid *R. D.* his Heirs and Aſſigns for ever: to the only uſe and behoof of the ſaid *R. D.* his Heirs and Aſſigns for ever: at the Feaſt of the Annunciation of the Virgin *M.* and the Nativity of Saint *John Baptiſt*, by even portions yearly to be paid: And if it happen, the ſaid yearly Rent of ſix pounds, or any part thereof, to be behind, and unpaid, after any of the ſaid Feaſts or days of payment, on which, as is aforeſaid, it ought to be paid: Then it ſhall be lawful to the ſaid *R.* his Heirs and Aſſigns, into the ſaid Lands, Tenements, and Hereditaments, and other the Premiſſes, and into every part thereof, to enter and diſtrain: and the Diſtreſſes there found, to lead, drive, and carry away, impound, and detain until he, or they ſhall be of the ſaid Annuity or yearly Rent ſo being behind and the Arrearages thereof, if any be, fully ſatisfied, contented, and paid; Of which Annuity or yearly Rent of ſix pound the ſaid *J.* and *W. I.* have put in peaceable poſſeſſion and Seiſin, the ſaid *R. D.* by delivering unto him four pence of lawful Engliſh money in the name of Seiſin, at the time of the delivery of theſe preſents: And the ſaid *J. I.* and *W. I.* for them, their Heirs, Executors, and Adminiſtrators, and for their Executors and Adminiſtrators, of either of them, do covenant, promiſe, and grant by theſe preſents, to, and with the ſaid *R. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, that they the ſaid *J.* and *W.* are, and be, or that one of them is, and ſtandeth ſeiſed of, and in the Meſſuages, Lands, Tenements, and Hereditaments in *M. C.* and *H.* aforeſaid, at the time of the delivery of theſe preſents, of the clear yearly value of 20 pounds *per Annum* over and above all Charges and Repriſes, of a good perfect and lawful Eſtate in Fee-ſimple, and that they have, or one of them hath, full power and lawful authority to charge the ſame with the ſaid Annuity or yearly Rent of ſix pounds, in manner aforeſaid, and that the ſame Lands and Tenements ſhall be at all times hereafter overt and ſubject to the Diſtreſſes of the ſaid *R. D.* his Heirs and Aſſigns, when they ſhall come to diſtrain for the ſaid Rent and every part thereof then behind. And that they the ſaid *J.* and *W.* their Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall, and will at all times hereafter, from time to time keep, acquit, diſcharge, or ſave harmleſſe, the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and other the Premiſſes, and every part thereof; of, and from, all manner of former Bargain, Sale, Joynture, Dower, Statute, Leaſe, and all other Title, Charges, and Incumbrances whatſoever, in ſuch manner and ſort, that the ſaid *R. D.* his Heirs and Aſſigns for ever, and every of them ſhall, and may have and enjoy the ſaid Annuity or yearly Rent of 6l. and every parcel thereof, peaceably and quietly, without any lawfull lett, or interruption of any perſon whatſoever. And alſo that the ſaid *J.* and *W. I.* and their Heirs ſhall, and will, at all times hereafter, at the reaſonable requeſt of the ſaid *R. D.* his Heirs and Aſſigns make, do, and ſuffer, or cauſe to be made, done, and ſuffered, all and every ſuch further Act and Acts, thing and things, in the Law whatſoever for the further aſſurance and ſure making of the ſaid Annuity or yearly Rent of ſix pounds to the ſaid *R. D.* his Heirs and Aſſigns, as ſhall be reaſonably

for ever.

Clauſe of diſtreſs.

Poſſeſſion and ſeiſin given, &c.

Covenants that they ſtand ſeiſed of a lawful Eſtate of 20 l. *in Fee ſimple And that they have full power to charge the ſame with this Annuity, and that the premiſſes ſhall be Overt to diſtreſs, and free from Incumbrances.*

For further aſſurance.

reaſonably deviſed by the ſaid *R.* his Heirs or Aſſigns, or by his, or their learned Counſel, at the coſts and charges in the Law of the ſaid *J.* and *VV. I.* their Heirs or Aſſigns. **Provided** always, and it is covenanted, granted, and agreed between the ſaid parties, for them, their Heirs, Executors and Adminiſtrators, by theſe preſents, that if the ſaid *J. I.* an *VV. I.* their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall well and truly, content and pay, or cauſe to be well and truly contented and paid to the ſaid *R. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, at, or in, the now dwelling houſe of the ſaid *R. D.* in *H.* aforeſaid, in, and upon the Eve of the Feaſt-day of the Anunciation of the Virgin *M.* which ſhall be in the year of our Lord 1583. between the hours of one and three of the Clock in the afternoon of the ſame day, the ſum of forty pounds of good and lawful mony of *England*, at one whole and entire payment; that then, and from thenceforth, the ſaid Annuity or yearly Rent of ſix pounds and every parcel thereof, ſhall ceaſe, determine, and be extinguiſhed for ever, and that then the ſaid *R. D.* his Heirs and Aſſigns, ſhall deliver up to the ſaid *J. I.* and *VV. I.* their Heirs and Aſſigns, ſo paying the ſaid ſum of 40 l. pounds, this preſent Deed, and all other Aſſurances concerning the ſame Annuity to be cancelled, and made void, any thing aforeſaid, or other matter whatſoever to the contrary notwithſtanding. **In Witneſſe**, *&c.*

Proviſo

That if 40 l. *be paid, &c.*

The Annuity.

To ceaſe, and this Deed to be delivered up to be Cancelled.

An Annuity with power of Revocation.

This Indenture made *&c.* **between** *R. M.* of *S. &c.* of the one part, and *N. M.* one of the younger Sons of the ſaid *R. M. &c.* of the other part, **Witneſſeth** that the ſaid *R. M.* as well by force, vertue, and power, and according to the Tenor and liberty of one *Proviſo*, or Clauſe in that behalf mentioned or ſpecified, in one pair of Indentures, bearing date *&c.* made betwixt the ſaid *R. M.* of the one part, and *T. R.* of *&c.* of the other part, as otherwiſe; **hath** given, granted, and confirmed, and by theſe preſents doth, by the liberty and power aforeſaid, give, grant, and confirm, unto the ſaid *N. M.* and his Aſſigns, one Annual or yearly Rent of 10 l. of good and lawful mony of *England*, to be iſſuing out of all and ſingular the Mannors, Lands, Tenements, and Hereditaments of the ſaid *R. M.* ſcituate, lying, and being in *D.* or elſe where, in the County of *C.* **To have and to hold** the ſaid Annual or yearly Rent of of ten pounds unto the ſaid *N. M.* and his Aſſigns, during his natural life, the ſame to be paid at the two ſeveral Feaſt-dayes of the Annunciation of the bleſſed Virgin *Mary*, and Saint *Michael* the Arch-angel, by even and equal portions; The firſt payment thereof to begin at ſuch of the ſaid Feaſts, as ſhall firſt happen next after the deceaſe of the ſaid *R. M.* **And** if it ſhall happen the ſaid Annuity, or annual rent of ten pounds, or any part thereof, to be behind, or unpaid in part, or in all, in which it ought to be paid as aforeſaid (being lawfully demanded) that then, and ſo often,

According to a former power reſerved.

Grunteth one Annuity.

Habend. for life

Clauſe of diſtreſs.

it ſhall and may be lawful to and for the ſaid *N. M.* and his Aſſigns, into any Mannors, Lands, Tenements, and Hereditaments of the ſaid *R. M.* or into any part or parcel thereof, to enter and diſtrain for the ſaid Annuity, or annual Rent of ten pounds, or ſuch part thereof, as ſhall ſo happen to be behind, arrear, and unpaid, and the diſtreſſe or diſtreſſes there found, to take, drive, chaſe, lead or carry away, and with him, or them to detain, hold, and keep, until he the ſaid *N. M.* of the ſaid Annuity or annual rent of ten pounds, with the Arrearages thereof (if any ſuch be) ſhall be fully ſatisfied and paid. **Provided** nevertheleſs and upon condition, that if the ſaid *R. M.* ſhall at any time during his natural life pay or tender unto the ſaid *N. M.* or to any other perſon, or perſons the ſum of twelve pence, or more of lawful Engliſh mony, with intent and of purpoſe to revoke, make fruſtrare, or make void the ſaid Annuall Rent or the Grant thereof, that then and from thenceforth this preſent Deed, and all, and every the Giſt, Grant, and Limitation of the Rent aforeſaid; And the ſaid annual or yearly Rent, ſo by theſe preſents, given, granted, or mentioned to be granted, ſhall ceaſe and be void, fruſtrate, and of no further force or effect in the Law, any thing in theſe preſents contained to the contrary, in any wiſe notwithſtanding. *In Witneſs, &c.*

Proviſo of Revocation.

An Annuity by Deed Pol.

TO all Chriſtian people to whom theſe preſents ſhall come; *A. B.* of *C.* in the County of *S.* Eſquire, ſendeth greeting in our Lord and God everlaſting. Know ye that the ſaid *A. B.* for divers good cauſes and conſiderations him thereunto moving, hath given granted, and confirmed, and by theſe preſents doth give, grant and confirm unto *E. F.* of *G. &c.* one Annuity or annual rent of five pounds, of lawful mony of *England*, to be well and truly paid unto the ſaid *E. F.* and his Aſſigns, from and immediately after the deceaſe of the ſaid *A. B* out of all, and ſingular that, and thoſe the Meſſuages, Lands and Tenements, with their and every of their ſeveral, and reſpective Appurtenances, ſcituate, lying, and being in *P.* late in the poſſeſſion of *L. M.* called, or known, by the name of *H.* Tenement, **To have and to hold**, receive, perceive, and take the ſaid Annuity, or annual Rent of 5 l. by the year, to him the ſaid *E. F.* and his Aſſigns, immediately after the deceaſe of the ſaid *A. B.* for, and during the term of ſixty years, if he the ſaid *E. F.* ſo long ſhall live. The ſame to be had, taken, received, and paid by, and to him the ſaid *E. F.* and his Aſſigns at the Feaſt-daies of Saint *Martin* the Biſhop in *VVinter*, and *Pentecoſt*, by even and equal portions, the firſt payment thereof to begin and take commencement at ſuch of the ſaid Feaſts as ſhal firſt and next happen, after the death and deceaſe of the ſaid *A. B.* with a clauſe of diſtreſs, as in the laſt mentioned Grant.

Grant of the Annuity.

Habend for 60 years if the Grantee ſo long live.

A Rent-charge for Service done, and to be done, with a Proviſo of Revocation.

THis Indenture, &c. **Between** *A.B.* of, &c. of the one part, and *C. D.* of the other part: **Witneſſeth**, That the ſaid *A. B.* for and in conſideration of the good and faithful Service by the ſaid *C. D.* already done, and hereafter to be done, to the ſaid *A. B.* **Hath** given, granted, and confirmed, and by theſe preſents for himſelf, his Heirs, Executors, and Adminiſtrators, doth give, grant, and confirm unto the ſaid *C.D.* one annuity or yearly rent of 5 *l.* to be iſſuing, payable, and going out of all and ſingular Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, ſcituate, lying and being, within the Towns, Townſhips, Fields, Hamlets, and Territories of *L.* in the County of *S.* **To have, hold,** and yearly to receive, perceive, and take the ſaid Annuity, or annuall Rent of 5 *l.* yearly, from and imediately after the making hereof, for and during the term of his natural life, at the Feaſts of, *&c.* with a clauſe of diſtreſs as before. **Of** which Annuity or annual Rent, he the ſaid *A.B.* hath put the ſaid *C. D.* in full and peaceable poſſeſſion and Seiſin by the payment of 6*d.* of good and lawful money of *England*, for and in the name of Seiſin and as part of the ſaid annuity or annual Rent-charge of 5 *l.* afore by theſe preſents granted, as foreſaid: **And** the ſaid *A. B.* doth covenant and grant, to, and with the ſaid *C.D.* that he the ſaid *A. B.* at the time of the ſealing and delivery of theſe preſents, hath full power, good, and lawful Eſtate and authority, to charge the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, with all and ſingular their Appurtenances afore mentioned, and every part, and parcel thereof with the payment of the ſaid Annuity or annual rent of 5 *l.* in manner and form aforeſaid: **And** that the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, and every part, and Parcel thereof, now are and ſo ſhall remain, and continue, and be, during the term of the natural life of the ſaid *C.D.* as aforeſaid, overt, chargable, ſufficient, and lyable to, and for the Diſtreſs of the ſaid *C.D.* for the non-payment of the ſaid Annuity or annual Rent-charge of the 5 *l.* and for the Arrearages thereof, if any ſhall fortune to be: **And** further that he the ſaid *A.B* his Heirs and Aſſigns, and all, and every other perſon or perſons, which now are or hereafter ſhall be ſeiſed of the ſaid Meſſuages, Cottages, *&c.* and of every or any part or parcel thereof, ſhall and will at all and every, time, and times, during the natural life of the ſaid *C.D.* pay or cauſe to be paid unto the ſaid *C.D.* the ſaid Annuity, or annual rent of 5 *l.* at the times before in theſe preſents limited, according to the tenor, true intent and meaning thereof. **Provided** always and nevertheleſs upon condition, that if he the ſaid *C D.* ſhall, or do at any time or times hereafter, during the term of the natural life of the ſaid *A. B.* refuſe or deny to ſerve the ſaid *A.B.* in ſuch a convenient, honeſt, and reaſonable Service, or otherwiſe

Conſideration of Faithful ſervice done, and to be done.

Grant of the Annuity.

Habend.

For life.

Diſtreſs.

Poſſeſſion and ſeiſin given.

Covenant that he hath power to charge the premiſſes with the Annuity.

And that the ſame ſhall be lyable to diſtreſs.

And that all perſons ſeiſed ſhall pay the Annuity &c.

Proviſo.

That if the Grantee refuſe or deny to do reaſonable ſervice to the grantor, or departwithout leave this deed to be void and the Annuity to ceaſe.

wiſe at any time during the life of the ſaid *A.B.* ſhall leave or depart out of the Service of the ſaid *A.B.* without the conſent of the ſaid *A.B.* under the hand and Seal of the ſaid *A.B.* firſt had and obtained: That then, and immediatly after ſuch refuſal, denial, leaving, or departure of the ſaid *A.B.* as well this preſent Deed, as alſo all and every clauſe, matter, or thing therein contained, ſhall be utterly void, fruſtrate, and of none effect in the Law, and alſo that then, and from thenceforth, the ſaid Annuity or annual Rent charge of five pounds, ſhall ceaſe and determine, and be no longer payable in any wiſe; any thing before in theſe preſents contained to the contrary notwithſtanding.

A grant of an Annuity, to a man and his Wife during their lives, iſſuing out of Lands paſſed by way of a Fine and Recovery.

THis Indenture &c. Between Sir *W.H.* of St. *J.* in the County of *M.* Knight, on the one part, and *T. A.* Citizen and Haberdaſher of *L.* and *A.* his wife of the other part, Witneſſeth that the ſaid Sir *W.H.* for, and in conſideration of the ſum of *&c.* whereof *&c.* Hath given and granted and by theſe preſents doth give and grant for Him, his Heirs Executors, and Adminiſtrators, unto the ſaid *T. A.* and *A.* his wife, one Annuity of a hundred pounds, of *&c.* by the yeare, by the ſaid Sir *W H.* his Heirs, Executors, Adminiſtrators, or Aſſignes, from henceforth yearly to be paid to the ſaid *T.* and *A.* and their Affignes, by, and during the term of the natural lives of the ſaid *T.* and *A.* and the life of the longeſt liver of them, at, or in the Manſion houſe of the ſaid *T.* ſcituate *&c.* At two equal payments in every yeare, in manner and form following, that is to ſay, on the four and twentieth of *December*, or on the fortieth day next after the ſame twenty fourth of *December*, the ſum of fifty pounds of *&c.* and on the twenty fourth of *June*, or on the fortieth day *&c.* the like ſum of fifty pounds of *&c.* The firſt payment thereof to begin and to be made on the twenty fourth of *December* next *&c.* or on the fortieth day *&c.* And ſo from thenceforth the ſaid Annuity to have continuance, to be yearly paid to the ſaid *T.* and *A.* and their Aſſignes, upon the ſaid daies, and within the ſaid times, and at the ſaid place, during the natural lives of the ſaid *T.* and *A.* and the life of the longeſt liver of them: And the ſaid Sir *W. H.* doth covenant to, and with the ſaid *T.* and *A. &c.* That if, and as often as it ſhall happen the ſaid Annuity of a hundred pounds or any part or parcel thereof to be behind and unpaid, on, or upon the ſaid twenty fourth of *December*, or twenty fourth of *June*, or on or after, either of them, that then, and ſo often as that ſhall happen, during the natural lives of the ſaid *T.* and *A.* the ſaid Sir *W.* his Heirs, Executors, or Adminiſtrators, ſhall forfeit and loſe to the ſaid *T.* and *A.* and their Aſſignes, the ſum of twenty Marks of *&c.* in the name of a Pain; and thereof ſhall make full and true payment, to the ſaid *T.* and *A.* or their Aſſignes, with that part of the ſaid Annuity of *&c.* whereof default ſhall be made as aforeſaid: And for the conſideration aforeſaid, and for a good and certain ſurety and aſſurance to be had and made

Conſideration.

Grant for life and the longer liver.

Payable, &c.

Nomine Pœnæ.

made to the ſaid *T.* and *A.* of, and for, the ſaid Annuity of *&c.* to them the ſaid *T.* and *A.* well and truly to be paid every year, during the natural lives of the ſaid *T.* and *A.* and the life of the longeſt liver of them according to the effect and true meaning of theſe preſents: The ſaid Sir *W. H.* for him, his Heirs and Aſſignes, doth covenant *&c.* to, and with the ſaid *T. A.* his Heirs and Aſſignes, by theſe preſents, that he the ſaid Sir *W. H.* before the tenth day of *June* next enſuing *&c.* by fine or fines, to be levied, with Proclamations, before the Juſtice of the Kings Majeſties Court of Common Pleas at *Weſtminſter*, according to the order and courſe of the Laws and Statutes of this Realm, between the ſaid *T. A* and the ſaid *A.* his wife, Plaintiffs; and the ſaid Sir *W. H.* defortiant, ſhall and will recogniſe and acknowledg all that Meſſuage or Tenement, now in the occupation of the ſaid Sir *W. H.* or his Farmers, or Tenants, and all Barns, *&c.* thereunto belonging, or occupied, demiſed, or leaſed to, or with the ſame: And all theſe Lands *&c.* and all and ſingular other the Meſſuages *&c.* of the ſaid Sir *W.* in the Townes, and Fields, Pariſhes, and Hamlets, of *&c.* in the County of *M.* by ſuch convenient name, or names, as are, or ſhall be, deviſed to be the Right of the ſaid *T. A.* as thoſe which the ſaid *T. A.* and *A.* ſhall have of the gift of the ſaid Sir *W. H.* and the ſame by the ſaid Fine ſhall remiſe, and quit-claim from him the ſaid Sir *W.* and his Heirs to the ſaid *T* and *A.* and the Heirs of the ſaid *T.* for ever: And further, the ſaid Sir *W. H.* ſhall by the ſame Fine, grant for him and his Heirs, that he ſhall warrant the Premiſſes with the Appurtenances to the ſaid *T.* and *A.* and to the Heirs of the ſaid *T.* againſt him the ſaid Sir *W.* and his Heirs, for ever; Which ſaid Fine and Fines, and all, and every other Fines to be levied by the ſaid *W.* to the ſaid *T.* and *A.* and the Heirs of the ſaid *T.* or in any other manner of the ſaid Premiſſes with the Appurtenances, or of any part, or parcel thereof before the ſaid tenth of *June* next *&c.* by the name, or names aforeſaid, or by any other name or names whatſoever, ſhall be to the uſe and behoof of the ſaid *T. A.* and *A.* his wife, and of the Heirs of the ſaid *T. A.* and *A.* by *R. S.* and *R. H.* And the ſaid *T. A.* for himſelfe, and for the ſaid *A.* his wife, and for the Heirs and Aſſignes of him the ſaid *T.* covenanteth with the ſaid Sir *W. H.* his Heirs and Aſſignes by theſe preſents: that after the ſaid Fine, or Fines, had and levied as aforeſaid, he the ſaid *T.* and the ſaid *A.* his wife, ſhall, and will ſuffer the ſaid *R. S.* and *R. H.* to ſue and proſecute one writ of *Entry Sur diſſeiſin in le poſt*, before the ſaid Juſtice of his Majeſties ſaid Court of Common Pleas at *Weſtminſter*, againſt the ſaid *T. A.* and his wife, of all and ſingular the ſaid Lands and Tenements, Rents, Reverſions, and all, and ſingular other the Premiſſes with the Appurtenances by ſuch convenient names and quantities, as by the ſaid Sir *W.* his Heirs, Executors, or Adminiſtrators, or by his or their Council learned, ſhall be reaſonably deviſed or adviſed; in, and by which writ of *Entry Sur diſſeiſin le poſt*, ſo to be brought, the ſaid *T. A.* and *A.* his wife, ſhall appear and vouch to warranty the ſaid Sir *W. H.* who ſhall appear and enter into warranty, to vouch, to warranty the common Vouchee, who after his entry into the warranty and Impar-

Covenant. to Levy a Fine.

with warranty.

To the uſe of the Grantee and his wife who Covenant to ſuffer a Common Recovery.

lance being had, ſhall make default, to the end one common Recovery may be had and proſecuted in all things according to the uſual order, and form of common Recoveries for Aſſurances of Lands Tenements, and Hereditaments, in ſuch caſes uſed and accuſtomed; And that the ſame Recovery ſhall in due form of Law be executed accordingly. And it is witneſſed, declared, covenanted, condeſcended, and fully agreed by, and between the ſaid parties, to theſe preſents, that the ſaid Recovery ſo to be had, and proſecuted, and all other Recoveries of the Premiſſes, or of any part, or parcel thereof, between the ſaid parties, or any of them, before the ſaid 10*th* of *J.* next *&c.* and the full execution of them, and every of them. And alſo the ſaid Fine, and Fines, after the ſaid Recovery ſo had, or ſuffered; And alſo all and ſingular other Fines, and Recoveries whatſoever, heretofore had, levied, acknowledged, or ſuffered, or to be had *&c.* of the ſaid Premiſſes, or of any part thereof, by what name, or names, ſoever, ſhall be, and ſhall be adjudged, and taken to be to the uſes, and intents, and purpoſes hereafter in theſe preſents mentioned, limited, and expreſſed, and to none other uſe, purpoſe or intent. That is to ſay, unto the uſe, and behoof of the ſaid Sir *VV. H.* and of his Heirs and Aſſignes, until default ſhall be made in payment of the ſaid Annuity of *&c.* before, by theſe preſents granted as aforeſaid, or of any part thereof contrary to the true meaning of theſe preſents: And from, and immediatly after ſuch default in payment had, and made, as aforeſaid; Then the ſaid Fines, Recoveries, and other the Aſſurances aforeſaid, ſhall be, and ſhall be adjudged, and taken, to be to the only and proper uſe, and behoof of the ſaid *T.* and *A.* and of the Heirs and Aſſignes of the ſaid *T.* for ever, and to none other uſe, purpoſe, or intent, any thing before in theſe preſents contained, or any other matter, or thing whatſoever, to the contrary hereof in any wiſe notwithſtanding. And the ſaid Sir *VV.* for him, his Heirs, and Aſſignes, covenante h with the ſaid *T.* and *A.* *&c.* in form *&c.* *viz.* That all, and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments and all and ſingular, other the Premiſſes, with all, and ſingular their Appurtenances from and after any default of payment happning, contrary to the tenor and effect of theſe preſents, of, or in the ſaid Annuity, or any part, or parcel thereof, ſhall be, and remain unto the ſaid *T.* and *A.* and to the Heirs and Aſſignes of the ſaid *T* for ever cleer and free, diſcharged, and Exonerated, and acquitted, or otherwiſe of the ſaid Sir *VV.* his Heirs, Executors, or adminiſtrators, from time to time, and at all times, ſufficiently ſaved harmleſs, and from all and ſingular Farms, Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Bonds, Debts, Titles, Fine, and Fines for alienation, by theſe preſents, Joyntures, Dowers, Titles of Dower, Amerciaments, Arrearages of Rents, and all other Incumbrances whatſoever: The cheif Rents, and Services to be due and payable to the cheif Lord, or Lords, of the Fee, or Fees of the Premiſſes, in reſpect of their Signiories only; and all Leaſes made of the Premiſſes, or of any part, or parcel thereof for term of three lives, or 21 yeares, whereupon the old and accuſtomed Rents, or more, are reſerved, and ſhall be yearly payable,

To the uſes herein after mentioned (Viz) to the uſe of the Grantor till default in payment of the Annuity and after default to the uſe of the Grantee and his wife and the Heirs of the huſband Covenant that after default in payment of the Annuity the premiſſes ſhall remain to the Grantee and his wife.

Free from Incumbrances.

Except the rent and ſervice due to the Lord of the Fee.

payable, after ſuch default made to the ſaid *T.* and *A.* and the Heirs of the ſaid *T.* alwaies exempted and fore-priſed. And further the ſaid Sir *VV. H.* covenanteth, *&c.* that if it ſhall fortune, default to be made contrary to the tenor, purpoſe, form, and effect of theſe preſents, of, or in payment of the ſaid Annuity, *&c.* that then, and at the time of ſuch default made, and from thenceforth for ever the ſaid Premiſſes ſhall be or lawfully may be, and continue to the ſaid *T.* and *A.* and to the Heirs of the ſaid *T.* for ever, of the full and clear yearly value of *&c.* over and above all Charges and Repriſes: And that the ſame be now ſo holden and farmed. And further that then, and for ever after the time of any ſuch default ſo happening, in payment of the ſaid Annuity, the ſaid *T.* and *A.* and the Heirs of the ſaid *T.* for ever, ſhall, or may lawfully and quietly have, hold and enjoy, all, and ſingular the ſaid Mannors, *&c.* And then alſo, and from thenceforth ſhall, or may lawfully and quietly have, take, perceive, receive, and enjoy all, and ſingular the Rents, Revenues, Iſſues, and profits thereof, and of every part thereof, to the only uſe of the ſaid *T.* and *A.* and of the Heirs of the ſaid *T.* for ever without let, moleſtation, Action, Suit, Entry, Diſturbance or Interruption of the ſaid Sir *W.* his Heirs, Executors or Aſſigns, or any of them, And without any lawful Action *&c.* of any other perſon or perſons whatſoever, except before excepted. And alſo the ſaid Sir *W.* covenanteth *&c.* that he the ſaid Sir *W.* his Heirs or Aſſigns, within ſix months next, after any default made, contrary to the form and effect of theſe Preſents, of, or in, any payment of the ſaid Annuity, or of any part thereof, ſhall, and will well and ſafely deliver, or cauſe to be delivered to the ſaid *T.* and *A.* their Heirs and Aſſigns, or ſome of them, at the now Manſion houſe *&c.* all and ſingular ſuch Deeds, Charters, Evidences, Books of Survey, Teriers, Writings and Monuments, concerning the Premiſſes only, or only any part or parcel thereof, or which the ſaid Sir *W.* now hath, or which he his Heirs then ſhall have, without Suit in the Law may then get, or come by, together with true Copies of all other Writings &c. which do concern the Premiſſes, or any part thereof, joyntly with any other Lands, Tenements, or Hereditaments. Provided alwayes, that if the ſaid Sir *W.* his Heirs, Executors or Adminiſtrators, ſhall happen not to make true payment, according to the tenor and true meaning above in theſe Preſents declared, of the ſaid Annuity &c. and of all ſums of mony to be forfeited *Nomine Pœnæ* as aforeſaid, and of every part and parcel of them, but ſhall fail and make default in payment of the ſame, or any part thereof, contrary to the form and effect of theſe Preſents: So that the ſaid *T.* and *A.* or the Survivor of them, or their Heirs or Aſſigns or the Heirs and Aſſigns of either of them by reaſon of the ſame default, then ſhall, or may lawfully from thenceforth poſſeſſe, enjoy, receive, and take, all and ſingular the Rents, Revenues, Iſſues and Profits of all and ſingular the Premiſſes, with all and ſingular the Appurtenances, according to the intent and true meaning above in theſe preſents ſpecified and declared; That then the ſaid Annuity above granted to the ſaid *T.* and *A.* and the longer liver of them, ſhall ceaſe, determine, and be no longer paid. And moreover the ſaid Sir *VV.* Covenanteth &c. that he the ſaid Sir *VV.* his

And of the clear yearly value of &c. above repriſes.

For quiet enjoying.

Covenant, To deliver all writings to the Grantee, after default made in payment &c.

Proviſo, that if default be made &c ſo as the Grantee may take all the Rents, then the Annuity to ceaſe.

Covenant.

Heirs

Heirs and Aſſigns, and Dame *N.* now wife of the ſaid Sir *W.* and all and every other perſon or perſons (other then ſuch Leſſees as ſhall lawfully claim, for, and by reaſon of their Leaſes and Eſtates to be excepted) which have, or ſhall or may lawfully claim to have any Eſtate, Right, Title, or Intereſt, of, in, or to, the ſaid premiſſes with their Appurtenances, or any part thereof, ſhall, and will not only at all times, during five years next enſuing the date thereof, upon reaſonable requeſt, make, do, knowledge, and ſuffer, and cauſe, &c. all and every ſuch act and acts, thing and things, as by the ſaid *T.* and *A.* or either of them, or the Heirs or Aſſigns of the ſaid *T.* or by their, or any of their Councel learned in the Law, ſhall be lawfully demiſed, or adviſed for the further aſſurance, ſurety, conveyance, and ſure making of all, and ſingular the ſaid Mannors, &c. to be had, conveyed, and made ſure to the ſaid *T.* and *A* and to the Heirs, Executors, Adminiſtrators and Aſſigns of the ſaid *T.* to the only uſe of the ſaid *T.* and *A.* and of the Heirs and Aſſigns of the ſaid *T.* for ever, according to the true meaning of theſe preſents, and upon the conditions therein contained, and not otherwiſe: But alſo at all times during ſeven years next after any default made, contrary to the tenor and true meaning of theſe preſents, of, or in, payment of the ſaid Annuity, ſhall and will, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T.* and *A.* or one of them &c. make, do, acknowledge, &c. all and every ſuch lawful and and reaſonable act, &c. as the ſaid *T.* &c. ſhall deviſe, &c. for the further aſſurance of all and ſingular the ſaid Mannors, &c. to be had, conveyed, and made ſure to the ſaid *T.* and *A.* and to the Heirs and Aſſigns of the ſaid *T.* for the only uſe and behoof of the ſaid *T.* and *A.* and of the Heirs and Aſſigns of the ſaid *T.* for ever, without any manner of Condition or Defeaſance whatſoever: And alſo that he the ſaid Sir *W.* his Heirs or Aſſigns within one year next enſuing the date hereof, ſhall, and will deliver or cauſe to be delivered to the ſaid *T. A.* or the Survivors of them, or to the Heirs or Aſſigns of the ſaid *T.* and *A.* at the now Manſion, &c. one Book of a plain and perfect Survey of all the ſaid Meſſuages, Lands, Tenements, Rents, Services, and Hereditaments, and of all and other the Premiſſes with their Appurtenances, containing and expreſſing the names of the Tenants and Occupiers of the Land, and their Eſtates, and the yearly Rents, plainly and legibly written. And the ſaid *T. A.* for himſelf and the ſaid *A.* his Wife, covenanteth, &c. that they the ſaid *T.* and *A.* or their Aſſigns, or the Survivor of them, or his, or her Aſſigns, upon the receit of every payment of the ſaid Annuity, or ſums forfeited *Nomine pœnæ*, to them, or any of them hereafter to be made according to the tenor and true meaning of theſe preſents, ſhall and will upon requeſt therefore to be made, deliver a Writing under their hands, or under the hands of the Survivor of them, plainly teſtifying and reporting the ſame receipt and payment, from time to time, ſo often as the ſaid *T.* and *A.* or their Aſſigns or the Survivors of them, or his, or her Aſſigns ſhall receive any ſuch payment. In Witneſſe, &c.

For further aſſurance.

To the uſe of the Grantee without any Condition.

And to deliver a Book of Survey to the Grantee.

Covenant that the Grantee ſhall give Acquittances.

A

A Grant of an Annuity by a Leaſe to his Lord, iſſuing out of a Tenement to him demiſed, with clauſe of Diſtreſs, and Covenant that the Houſe ſhall ſtand overt, and lyable to Diſtreſs.

TO all to whom this preſent Writing ſhall come, *G. P.* of *S.* in the County of *E.* Eſq; ſendeth greeting: Whereas *E. H.* Citizen and Skinner of *L.* by his Indenture of Leaſe, dated the ſixth of *Feb. &c.* hath granted demiſed, and letten to Farm to me the ſaid *G.* all that Meſſuage *&c.* and all Shops *&c.* ſcituate in *B. &c.* To hold from the Feaſt of the Annuciation *&c.* now next coming, by and during the term of one and twenty years, from thence *&c.* As by the ſaid Indenture *&c.* which Indenture of Leaſe was ſealed and delivered by the ſaid *E. H.* unto the ſaid *G. P.* before the enſealing and delivery of theſe preſents by the ſaid *G.* And the ſaid *G.* by virtue of the ſame Indenture, was poſſeſſed of the ſaid Meſſuage or Tenement. Know yee, That I the ſaid *G.* for very good and ſpecial cauſes and conſiderations him moving, Hath given and granted, and by theſe Preſents, for him, his Executors, Adminiſtrators and Aſſignes, doth give and grant unto the ſaid Annuity, or annual Rent of thirty pounds of *&c.* to be iſſuing and levying out of, and upon the ſaid Meſſuage or Tenement, and other the Premiſſes with their Appurtenances; To have, take, perceive, and receive the ſaid Annuity or annual Rent, of *&c.* to the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, yearly for and during all the ſaid term of one and twenty years, or for ſo long time as the ſaid *G. P.* his Executors, Adminiſtrators or Aſſignes, ſhall or may occupy and enjoy the ſaid Meſſuage or Tenement, by virtue of the ſaid Indenture of Leaſe, at the Feaſts of Saint *Michael &c.* and the Annunciation *&c.* or within the ſpace of eight and twenty daies next after every of the ſame Feaſt-daies, yearly to be paid by equal portions during the ſaid term: The firſt payment thereof to begin at the Feaſt of Saint *Michael &c.* now next coming. And if it ſhall happen the ſaid Annuity or annual Rent of thirty pounds, or any part thereof, to be behind and unpaid, by the ſpace of eight and twenty daies after any of the ſaid Feaſt-daies wherein the ſame ought to be paid as aforeſaid, it being firſt lawfully demanded at the ſaid Meſſuage or Tenement, that then it ſhall be lawful to and for the ſaid *E.* his Executors, Adminiſtrators, and Aſſignes, into the ſaid Meſſuage or Tenement with the Appurtenances, to enter and diſtrain; and all and every the Diſtreſs and Diſtreſſes there found, lawfully to bear, drive, and carry away, and with them to hold and keep, until the ſaid Annuity and yearly Rent, and all Arrearages thereof; and of all their coſts and damages in that behalf ſuſtained, they be fully paid and ſatisfied. And the ſaid *G. P.* covenanteth *&c.* That the ſaid Meſſuage and Tenement with the Appurtenances, for any act or thing to be done, cauſed, procured, or agreed unto by the ſaid *G.* his Executors, Adminiſtrators or Aſſignes, or by any other perſon or perſons, by his or their means, title, or procurement, ſhall be lyable *overt* and *ſubject* to all and every Diſtreſs and Diſtreſſes of the ſaid *E.* his Executors, Adminiſtrators and Aſſignes, from time to time, as often as any occaſion thereof ſhall be given, during the ſaid term of one and twenty years. In witneſs, &c.

Recital of a Leaſe.

Conſideration.

Grant of the Annuity.

Habend. for 21 years, or ſo as the grantor may hold the premiſes by the recited Leaſe.

Clauſe of Diſtreſs.

That the premiſes ſhall be overt, &c.

A

A Grant of an Annuity to a Woman for her life, after the deceaſe of her Husband, with a Clauſe to enter and detein.

Conſideration.

Grant of the Annuity.

Habend. for life.

Clauſe if default be, then to enter and take the profits.

TO all Perſons to whom this preſent Writing ſhall come; *C. B.* of *S.* in the County of *B.* ſendeth greeting. Know yee, That I the ſaid *C. B.* for and in conſideration of fifty pounds to me paid by *W. D.* Dean of *Windſor*, in marriage with *R. D.* Daughter of the ſaid *W. D.* and *R. B.* Son and Heir of me; theſe *C. B.* Have given and granted, and by this my preſent Writing, do confirm to the ſaid *W. D.* and to *H. D.* and *W. D.* and their Aſſigns, one Annuity or annuall Rent of 20 *l.* of lawful money of *England*, to be iſſuing out of the Mannor or Capital Meſſuage called *W.* in the County of *M. &c.* To have and perceive the ſaid Annuity or yearly Rent aforeſaid, to the ſaid *W. D. H. D.* and *R. D. &c.* and their Aſſigns, for the term of the life of the ſaid *R.* to the uſe of the ſaid *R.* for the term of her life; Payable yearly at the Feaſts of Saint *M.* and the Annunciation of the bleſſed Virgin *M.* by equal portions, the firſt term of the payment thereof to begin at that Feaſt of the Feaſts aforeſaid, as ſhall next happen after the death of the ſaid *R. B.* Husband of the ſaid *R.* and not before. And if it ſhall happen the ſaid Annuity or yearly Rent, to be behind or unpaid in part or in all, by the ſpace of eight and twenty dayes next after any Feaſt, of the Feaſts aforeſaid, in which as aforeſaid, the ſame ought to be paid; That then and from thenceforth it ſhall be lawful for the ſaid *W. D. H. D.* and *R. D.* or any of them, or their Aſſigns, or the Aſſigns of any of them, into the ſaid Mannor, or Capital Meſſuage, *&c.* to enter, and the ſame to hold and poſſeſſe, and the rents of the ſame, with all Rents and Profits, and Commodities to the ſame Mannor *&c.* belonging or appertaining, to the uſe and behoof aforeſaid, to take and enjoy, until of the Annuity, or annual Rent aforeſaid, together with the Arrearages of the ſame (if any be) to them, to the uſe of the ſaid *R.* ſhall be fully ſatisfied and paid. In Witneſſe, *&c.*

A Grant of an Annuity, or Rent-charge of fifty Marks, and of a hundred Shillings, Nomine pœnæ.

A good Preſident paſſed by the Kings Serjeant at Law, in the Remainders over for want of Iſſue.

Grant of the Annuity.

TO all perſons to whom this preſent writing Tripartite indented ſhall come, *R. P.* and *I. C.* and *H. S.* ſend greeting: Whereas we the ſaid *R. P. I. C.* and *H. S.* are ſeiſed in our Demeſne as of Fee, of the Mannor of *S.* with the Appurtenances, *&c.* Know yee, that we by theſe preſents do grant to *W. M.* a certain annual rent of 50 Marks, to be taken and paid out of, and in theſe Mannors, Lands and Tenements, with the Appurtenances, to the ſaid *W. M.* and the Heirs of his body coming, at the Terms of Saint *M.* and *E.* yearly by equal portions; And we do moreover grant unto the ſaid *W. M.* and the Heirs of his body iſſuing, the rent of a 100. ſh.

(*Nomine*

(*Nomine pœnæ*) to be iſſuing out of the Mannors aforeſaid, to have, and take to them, ſo often as it ſhall happen, the ſaid Annual Rents of 50 Marks, to be behind and unpaid in part, or in all, to the ſaid *W. M.* or his Heirs aforeſaid, by the ſpace of 4 Moneths, next after any term of payment of the ſame 50 Marks above limited; And that it ſhall be lawful to the ſaid *W. M* and his Heirs aforeſaid, as well for the ſame rent of 50 Marks (if it ſhall happen to be behind and unpaid in part or in all, by the ſpace of 4 Moneths next after any term of payment thereof) to diſtrain in the ſaid Mannor of *S.* and theſe Lands and Tenements aforeſaid, with the Appurtenances, and the diſtreſſes there taken, to drive, carry away, and detain, until to the ſaid *W. M.* and his Heirs aforeſaid, and the ſaid Rent of 50 Marks, and the ſaid Rent of a 100 ſh. granted (*Nomine pœnæ*) be fully contented and paid. And if it ſhall happen that the ſaid *W. M.* ſhall dye without Heirs of his body, Then we will and grant, that the ſaid annual rent of fifty marks ſhall remain to *F. M* and the Heirs of his body coming; And that the ſaid *F. M.* and his Heirs aforeſaid, ſhall for ever after have the ſaid yearly rent, to be paid and taken yearly at the terms aforeſaid, by equal portions, of, and in manner aforeſaid, and other the Premiſſes with the Appurtenances; and we do further grant to the ſaid *F. M.* and his Heirs aforeſaid, the ſaid rent of a hundred ſhillings *Nomine pœnæ*, out of the Mannor afore iſſuing, to be taken and had as often as it ſhall happen the ſaid rent of fifty Marks, to the ſaid *F.* and his Heirs aforeſaid, in form aforeſaid granted, to be behind in part, or in all, by the ſpace of four months after any term of payment hereof, and that it ſhall be lawful, *&c.* Provided alwayes, that ten Marks of the ſaid fifty Marks, in form aforeſaid granted, ſhall not be paid, nor any diſtreſſe for the ſame ten Marks ſhall be at any time taken, or levied, during the life of *R. Q.* Provided alſo, that the perſons of us the ſaid *R P. I. C.* and *H. S.* or the perſons of any of us, or our Heirs, ſhall not be charged, or chargeable with this preſent Grant, but the ſame ſhall only extend to, and charge the ſaid Mannors, Lands, and Premiſſes, with the Appurtenances. In Witneſs *&c.*

Nomine pœnæ.

Diſtreſs.

with remainder over.

Diſtreſs. Proviſo.

Not to charge the perſons of the Grantors.

An Annuity for tearm of years, iſſuing out of Land, with liberty to ſell the Diſtreſſes.

THis Indenture &c. 9. *July Anno* 24 *Eliz.* Between *H. D.* of *S.* in the County of *S.* Eſquire, on the one party, and Sir *L. D.* Citizen and Alderman of *L.* on the other party, Witneſſeth that the ſaid *H. D.* in full ſatisfaction of all debts, duties, and demands, which *C. D.* of *L.* Gentleman, deceaſed, Uncle of the ſaid *H. D.* did at the time of his deceaſe owe unto the ſaid Sir *L. D.* hath for him, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, given, granted and confirmed, and by theſe preſents, for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth give, grant, and confirm unto the ſaid Sir *L D.* Knight, his Executors and Aſſigns, one Annuity, or yearly Rent of ten pounds

Conſideration.

Grant of the Annuity.

pounds of &c. yearly to be iſſuing, and going out of all that park or grounds, called or known by the name of *W.* in the Pariſh of *M. alias N.* in the County of *S.* and out of all whatſoever Lands, Mills, Tenements, Woods, Underwoods, and Hereditaments whatſoever; lying and being in *I. W.* aforeſaid, as out of all and ſingular other the Lands, Tenements, and Hereditaments of that ſaid *H. D.* within the ſaid County of *S.* To have, hold, perceive, levy, receive, take, and enjoy the ſaid Annuity, or yearly rent of &c. unto the ſaid Sir *L. D.* his Executors, Adminiſtrators, and Aſſigns, from the twentieth of *M.* which ſhall be &c. 1590. for, and during the term of ten years then next enſuing, to be compleat and ended, payable, during the ſaid term of 10 years, at the uſual place of tender, receipt, and payment of mony, commonly called the *Counting-houſe*, ſet and being on the Weſt part of the Royal *Exchange* in *L.* without fraud or guile, on the firſt day of *M.* and &c. The firſt payment of the ſaid Annuity, or yearly rent, to begin on the firſt day of *M.* which ſhall be &c. 1591. And the ſaid *H. D.* for him &c. covenanteth &c. in form &c. that he the ſaid *H. D.* his Heirs, Executors, or Aſſigns &c. ſhall and will yearly, during the ſaid term of ten years, upon the firſt day of *M.* well and truly, pay or cauſe &c. unto the ſaid *L. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, at the *Counting-houſe* aforeſaid, the yearly Rent, or Annuity of ten pounds; And that if it ſhall happen, the ſaid Annuity or yearly Rent of &c. to be behind and unpaid in part, or in all, at any of the dayes or times above limitted; That then, and ſo often the ſaid *H. D.* his Heirs and Aſſigns, and every of them ſhall and will forfeit and pay unto the ſaid Sir *H. D.* his Executors or Aſſigns, for every ſuch default in payment, the ſum of 5 l. of &c. in the name of a pain or penalty: And that then and at all times after, and from time to time, ſo often and when, as any default of payment of the ſaid Annuity, or yearly rent, or of any part thereof, ſhall happen, during the ſaid tearm of 21 years, to be made, contrary to the limitation aforeſaid; it ſhall, and may be lawful unto, and for the ſaid Sir *L. D.* his Executors, Adminiſtrators and Aſſigns, and to every of them, as well for the ſaid ſum of ten pounds, ſo to be due and unpaid; As for the ſaid 5 l. to be as above forfeited and loſt (*Nomine pœnæ*) into the ſaid Park called *I. W.* and all and ſingular other the ſaid Lands, Tenements, and Hereditaments and all other the Premiſſes, into any part or parcel thereof to enter and diſtrain; And the Diſtreſſe or Diſtreſſes then, and there ſo had and taken, and from thence lawfully to bear, lead, drive and carry away without any manner of Reſcous, or Suit of Replevin, by the ſaid *H. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or by any other perſon or perſons, for them, or any of them: And that the ſaid Sir *L.* his Executors, Adminiſtrators or Aſſigns, and every of them, ſhall, and may, detain, retain, and keep the ſame Diſtreſſe or Diſtreſſes irrepledgeably, until the ſaid Sir *L.* his Executors, Adminiſtrators or Aſſigns, be, as well of the ſaid yearly rent of &c. which ſhall be due, and as aforeſaid unpaid, as of the ſaid 5 *l.* to be as aforeſaid forfeited (*Nomine pœnæ*) and of every part or parcel thereof, and alſo of the reaſonable coſts and expences which ſhall be by reaſon of the non-payment there-

Habend. for 10. years.

Covenant to pay the Annuity.

Nomine pœnæ.

Clauſe of diſtreſs.

of

of ſuſtained, fully ſatisfied, contented, and paid: And if it ſhall happen that the ſaid yearly Rent of *&c.* and the ſaid 5 l. aforeſaid to be forfeited (*Nomine pœnæ*) for which the ſaid Diſtreſſe, or Diſtreſſes ſhall be, as aforeſaid, had and taken, ſhall be behind and unpaid, at the place aforelimited, for the payment thereof by the ſpace of 5 dayes; on, or after any ſuch Diſtreſſe, or Diſtreſſes, ſhall be taken as aforeſaid, by the ſaid Sir *L. D.* his Executors or Aſſigns, for the ſaid ſums, or for any part thereof: That then and ſo often it ſhall be lawful to, and for the ſaid Sir *L.* his Executors, Adminiſtrators, and Aſſigns, and every of them, to cauſe the ſame Diſtreſſe, or Diſtreſſes, to be valued and priſed, and according to the ſaid priſement to his, or their own uſe, to retain; or otherwiſe to ſell the ſame at the will and pleaſure of the ſaid Sir *L.* his Executors, Adminiſtrators and Aſſigns for the ſatisfaction of and payment, as well of the ſaid Annuity of *&c.* as of the ſaid 5 l. (*Nomine pœnæ*) and alſo of the ſaid coſts and expences: And the ſaid *H. D.* hath put the ſaid Sir *L. D.* in poſſeſſion and ſeiſin of the ſaid Annuity by the delivery and payment to the ſaid Sir *L.* at the enſealing and delivery hereof 4 d. of *&c.* And moreover the ſaid *H. D.* for him *&c.* covenanteth *&c.* in form *&c.* that the ſaid Park, Tenements and Hereditaments, out of which the aforeſaid Annuity of *&c.* is limited to be iſſuing and every part and parcel thereof, ſhall be from, and after the ſaid 20 th. of *M. Ann.* 1590. for, and during the ſaid term of one and twenty years, from time to time, and at all times, during the ſaid term of one and twenty years, when, and as often, as the ſaid Annuity of *&c.* And the 5 pounds to be forfeited *Nomine pœnæ*, if any part thereof ſhall happen to be behind and unpaid, at the place appointed for the payment thereof, contrary to the limitation aforeſaid, ſhall be, lyable, overt and ſubject to the Diſtreſſe and Diſtreſſes, of the ſaid *L. D.* his Heirs, Executors, Adminiſtrators, Aſſigns, and as aforeſaid: And that the ſaid Sir *L. D.* his Executors and Aſſigns, and every of them ſhall, and may, from, and after the ſaid 20th day *&c.* for, and during the ſaid term of 21. years, to the true meaning of theſe preſents, have, receive, and take the ſaid Annuity of *&c.* without any let, denial, interruption, or contradiction of the ſaid *H.* his Heirs or Aſſigns, or any of them, or of any other perſon or perſons, by his or their means, right, title, or procurement: And that he the ſaid *H.* at the time of the enſealing and delivery of theſe preſents, is ſeiſed in his Demeſne of Fee, to his, and their own uſe of ſuch good Eſtate in Fee-ſimple, of, and in three parts, in four parts to be divided, of all the ſaid Park and Grounds, called and known by the name of *I. W.* as was granted to him and his Heirs, by the Queens Majeſtie, under Letters, Pattents, dated at *W.* and of, and in the fourth part thereof, of ſuch good and lawful Eſtate as was to him granted and aſſigned by *T. B.* And that he the ſaid *H.* his Heirs, Executors or Adminiſtrators, ſhall well and truly pay *&c.* unto our ſaid Soveraign Lady the Queens Majeſty, her Heirs, and Succeſſors, the hundred pound mentioned in the ſaid Letters, Patents, according to the limitation and true meaning of the ſame. In Witneſs, *&c.*

To apprize the the diſtreſs. and ſell the ſame.

Seiſin and Poſſeſſion given.

Covenant.

That the premiſſes ſhall be Overt to diſtreſs.

For receiving the Annuity.

That the Grantor is ſeiſed in Fee.

An Annuity granted out of a Leaſe with good Covenants.

Recital of the Leaſe.

TO all &c. *M. H.* of *H.* in the County of *M* Widdow, late Wife and Executrix of the laſt Will and Teſtament of *R. H.* Eſquire deceaſed, ſendeth greeting in our Lord God everlaſting. Whereas *I. A.* Clerk, Parſon of *H.* in the County of *M* by his Indenture of Leaſe, bearing date the 4th. of *F. Anno Regni Regina Eliz.* xiij. hath demiſed, granted, and to Farm-letten unto *W. A.* of *D.* in the ſaid County Eſquire, all that the Rectory, or Parſonage of *H.* with all manner of Houſes, Edifices, Barns, Stables, Orchards, Gardens, Glebe-Lands, Tithes, Penſions, Portions, Fruits, Offerings, Oblations, Obventions, and other Rights, Profits, Commodities, Emoluments, and Advantages whatſoever, to the ſaid Rectory, or Perſonage, belonging, or in any wiſe appertaining; ſet, lying being, coming, growing, or renewing, within the Pariſh or Fields of *H.* aforeſaid, or elſewhere, within the County of *M* Except, and alwayes reſerved unto the ſaid *I. A.* and his Succeſſors, during the term in the ſaid Indenture ſpecified, one Chamber next unto the Buttery of the ſame houſe, with free ingreſs, egreſs and regreſs into, and from the ſaid Chamber, at his and their will and pleaſure. To have and to hold the ſaid Rectory, and Parſonage of *H.* Houſes, Edifices, Buildings, Glebe-Lands, Tithes, Oblations, Offerings, Profits, Commodities, Emoluments and Hereditaments, and all and ſingular other the Premiſſes with their Appurtenances, except before excepted, unto the ſaid *W. A.* his Executors and Aſſigns, from the Feaſt of the Annunciation *&c.* then next *&c.* unto the end and term of lxxxx. years, from thence *&c.* and fully *&c.* As by the ſame Indenture of Leaſe containing *&c.* And where alſo the Reverend Father in God *O. B.* of *L.* and Ordinary of the ſaid Church of *H.* aforeſaid, the ſaid *I. A* continuing ſtill Parſon of *H.* aforeſaid, by his Deed dated the 26. of *N.* 1614. and to the ſaid Deed indented, annexed, hath ratified and confirmed the ſaid Deed indented, and all and ſingular in the ſame granted, demiſed, and leaſed, in manner and form, as in the ſaid Deed of Leaſe is expreſſed and contained, as by the ſaid Deed of confirmation plainly doth and may appear: And where alſo the ſaid *W. A.* by his Deed dated *An.* 17. *R. Eliz. &c.* hath given, granted *&c.* to *I. C. &c.* all his Right *&c.* then to come, of, and in the ſaid Rectory *&c.* To have *&c.* as by the ſaid Deed made to the ſaid *I. C.* alſo doth appear. And where alſo the ſaid *W. A.* by the name of *W. A.* true and undoubted Patron of the Pariſh Church of *H.* aforeſaid, by his Deed, dated the 2d. of *D.* 17. *R. Eliz.* for himſelf, his Heirs and Aſſigns, hath ratified and confirmed the ſaid Deed indented of Leaſe, and all and every thing therein contained, as by the ſaid laſt mentioned Deed of confirmation *&c.* And where alſo the ſaid *I. G.* by his Deed dated the 2d. of *D. An.* 17. *R. Eliz.* hath given and granted unto the ſaid *W. A.* the former recited Deeds, and all his Right *&c.* to have *&c.* as by *&c.* And where alſo the ſaid *W. A.* bargained and ſold his Intereſt *&c.*

To hold for 90. years.

Confirmation by the Biſhops Recitals.

Paſſages of the Leaſe.

Recital.

Confirmation by the Patron.

Recitals.

&c. to *W. R.* Eſquire: And where alſo by Indenture dated &c. the ſaid *R.* aſſigned his Intereſt in the Premiſſes &c. to the ſaid *R. H.* And where *T. R.* and *A. R.* have given, granted, bargained, and ſold to the ſaid *R H.* his Heirs and Aſſignes for ever, all that the Parſonage and Advowſon, Nomination and Gift of the Benefice of the Parſonage and Rectory of *H.* aforeſaid, with the appurtenances, and the Inheritance of the ſame, and all their, and either of their Right, Eſtate, Title, Intereſt, and Demand to, and in the ſame; Together with all manner of Deeds, Eſcripts, Writings, and Mynuments of the ſaid *T.* and *A.* or either of them, only touching or concerning the ſaid Parſonage or Rectory, or any other the Premiſſes, To have and to hold the ſaid Parſonage, Advowſon, Nomination, and Gift of the Benefice of the ſaid Parſonage and Rectory of *H.* aforeſaid, with the Appurtenances, and the Inheritance of the ſame, and all their, and every of their Rights, &c. together with the ſaid Deeds, &c. to the ſaid *R. H.* his Heirs and Aſſignes for ever; to his, and their proper uſe, as by the ſaid Indenture, &c. And where, moreover, the ſaid *W. A.* by his Indenture dated &c. hath remiſed, releaſed, and for ever, for him and his Heirs, quite claimed to the ſaid *R. H.* then being in full and peaceable Poſſeſſion of the Premiſſes, all the Right, Eſtate, Title, Intereſt, Condition, and Demands whatſoever that he the ſaid *W. A.* then had, or thereafter might have, he the ſaid *W.* nor Heirs, &c. as by the ſaid laſt mentioned Indenture, &c. Which ſaid Leaſe, Intereſt, and Term of years in, and to, the ſaid Rectory and Parſonage, and other the Premiſſes, with the Appurtenances, Demiſed or mentioned to be Demiſed by the ſaid firſt recited Deed indented of Leaſe, and alſo the ſame firſt recited Deed of Leaſe, and all covenants thereof, I the ſaid *M. H.* now have and enjoy, amongſt other things, of the Gift, Legacy, and Bequeſt of the ſaid *R. H.* my late Husband, as by his laſt Will and Teſtament made and declared in Writing, dated &c. Know yee, That I the ſaid *M. H.* for the good will and affection which I have and bear unto my well-be'oved Brother *M. W.* of the Univerſity of O. Gentleman, and towards the furtherance and better maintenance of his exhibition at the Studies of the common Laws, or any other faculty or exerciſe that he ſhall, or will follow, or apply himſelf unto, and for divers other, &c. Have given, granted, and confirmed, and by theſe preſents do fully &c. unto the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, one Annuity, or yearly Rent of &c. of lawful, &c. by the year, to be yearly going, iſſuing, and paid out of the ſaid Rectory of *H.* with the Appurtenances, and out of all and every other the Premiſſes, with the Appurtenances, alſo out of ſingular other Lands, Tenements, and Hereditaments whatſoever, in or by the ſaid ſeveral recited Indentures, Deeds, and Conveyances, and every or any of them demiſed, granted, or conveyed, or mentioned to be demiſed, granted, or conveyed, with all and every their Appurtenances; To have hold, perceive, receive, levy take, and enjoy the ſaid Annuity or yearly Rent of &c. to the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt &c. unto the end &c. at the daies of the Feaſts of &c. or within 10 daies next after every of the

Recital of a bargain and ſale.

Recital of a Releaſe.

And of a Will, by which the title is derived &c.

Conſideration &c.

For furthering the Studies of the Grantee.

Grant of the Annuity.

Habend. for years.

Covenants.

That the Grantor will pay the Annuity.

And in default ſh all forfeit Nomine Pœnæ.

And ſhall diſtreyne.

That the Grantor is lawful Owner of the firſt recited Leaſe,

And hath good right to Grant &c.

And that the premiſſes charged, are free from Incumbrance.

That may hinder the Grantee

ſame Feaſt dayes, by even portions yearly to be paid at the Manſion houſe of the ſaid Rectory of *H.* or at the place where the ſame houſe now ſtandeth, the firſt payment whereof to be made at *&c.* And, I the ſaid *M. H.* do covenant *&c.* that I the ſaid *M.* mine Executors, Adminiſtrators, or Aſſigns, ſhall, and will well, and truly yield, and pay or cauſe *&c.* the ſaid Annuity, or annual rent, and every part and parcel thereof, to the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, yearly during the ſaid *&c.* on the ſaid Feaſt-daies of the birth of our Lord God *&c.* or within *&c.* by equal portions, at the ſaid Manſion-houſe of the ſaid Rectory. And further, I the ſaid *M.* do covenant *&c.* that I the ſaid *M.* mine Executors, Adminiſtrators, or Aſſigns, ſhall and will forfeit and pay unto the ſaid *M.* his Executors, Adminiſtrators, and Aſſigns, for every default of payment of the ſaid Annuity, or any part or parcel thereof to be made, contrary to the form aforeſaid, the ſum *&c.* of lawful *&c.* in the name of Pain, from time to time, during the ſaid term *&c.* And that when, and as often, as that ſhall fortune the ſaid Annuity, or yearly rent, or any part or parcel thereof to be behind and unpayd, contrary to the form aforeſaid, That then, and ſo often it ſhall and may be lawful to, and for, the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, and every of them, into the ſaid Rectory, and all and every other the Premiſſes with their Appurtenances, and into every part *&c.* to enter and diſtrain, as well for the ſaid Annuity, and every part thereof, and all and every the penalty and penalties aforeſaid, and as the arrearages of the ſame, or either of them, and the Diſtreſs and the Diſtreſſes there to be found and taken, lawfully to lead, bear, drive, and carry away, and the ſame to detain and keep, until he the ſaid *M.* his Executors, Adminiſtrators, and Aſſigns, ſhall be fully paid and ſatisfied, of, and for the ſaid annuity and penalty aforeſaid, and every part and parcel of them and every of them, and all arrearages of the ſame, or any of them, together with his or their coſts and damages in that behalf to be ſuſtained. And alſo, I the ſaid *M.* do covenant *&c.* in form &c. *viz.* That I the ſaid *M.* at the enſealing and delivery of theſe preſents, am the very true, perfect, and lawful Owner of the firſt recited Indenture of Leaſe, and of all and ſingular the Premiſſes thereby demiſed, or mentioned to be demiſed, for all the whole term and reſidue of the ſaid term of *&c.* in the ſaid Indenture of Leaſe mentioned, and yet to come, and not expired: And have full power, good right, lawful authority to give and grant the ſaid Annuity, or yearly rent, *&c.* to the ſaid *M.* his Executors, and Aſſigns, for, and during the ſaid term *&c.* in manner and forme aforeſaid: And that the Premiſſes, and every part and parcel; and alſo the ſaid firſt recited Indenture of Leaſe, and every thing contained therein, now are, and from henceforth ſhall, and may from time to time, and at all times hereafter, during the ſaid term *&c.* remain and continue, free and clearly diſcharged, exonerated, or otherwiſe by me the ſaid *M.* mine Executors, Adminiſtrators and Aſſigns, ſufficiently defended and ſaved harmleſs, of, and from all, and all manner of Grants, Bargains, Sales, Alienations, Surrenders, Forfeitures, Re-entries, cauſe, and

cauſes

cauſes of Forfeiture or Re-entry, and of, and from all other Charges and Incumbrances whatſoever, had, made, or done, or that ſhall or may in any wiſe be hurtful or prejudicial to the ſaid *M.* his Executors &c. for, or concerning the ſaid Annuity or yearly rent, or any part or parcel thereof, or for, or touching the ſaid liberty or power of diſtraining in the Premiſſes, or any part thereof, for any manner of arrearage or arrearages, of the ſaid Annuity, or any part thereof, or for any manner of ſum, or ſums of money to be forfeited *Nomine pœnæ*, as aforeſaid. And alſo, That I the ſaid *M.* mine Executors, Adminiſtrators, or Aſſigns, ſhall, and will, from time to time, and at all times hereafter, during the ſaid term &c. upon reaſonable warning and and requeſt, ſhew the ſaid Original Leaſe, Deeds of Confirmation, and mean Conveyances above recited or mentioned, in force, ſafe, and uncancelled without fraud &c. in any Court, or Courts at *Weſtminſter*, or elſwhere, when, and as often as need ſhall require, for the neceſſary maintenance and defence of this preſent Grant, of the ſaid Annuity, or any other matter or thing in theſe preſents contained or mentioned. And further, know yee, That I the ſaid *M.* have delivered to the ſaid *M.* at the enſealing and delivery hereof, one currant Groat of Silver, for and in the name, of the firſt payment of the Annuity aboveſaid. In Witneſſe, *&c.*

in receiving the Annuity or making diſtreſs &c.

And that the Grantor ſhall ſhew forth the Evidences of the premiſſes for defence of this Grant.

Poſſeſſion given of the Annuity.

A grant of an Annuity during the Grantee's life, charging only the Grantor's perſon.

THis Indenture made *&c.* 27. of *O. Ann R. R. Car.* 2. 12. Between *&c.* Witneſſeth, That the ſaid *N. H.* for, and in conſideration of the ſum of 300 l. of *&c.* to him in hand, before the enſealing and delivery hereof, clearly given and paid by the ſaid *E. M.* whereof *&c.* Hath given and granted, and by theſe preſents for him the ſaid *N.* his Heirs, Executors, and Adminiſtrators, doth give and grant unto the ſaid *E. M* one Annuity of lxiij l. xvij s. vj d of lawful *&c.* by the year, To have, perceive, receive, take, and enjoy the ſame Annuity of lxiij l. xvij s. vj d. to the ſaid *E. M.* and his Aſſigns, from henceforth for, and during the term of the natural life of the ſaid *E* the ſame Annuity to be yearly paid to the ſaid E. or his Aſſigns, during the life of the ſame *E.* at, or in, *&c.* at four equal payments in every year, in manner and form following: That is to ſay, On the 24. day of *D.* between the hours of *&c.* 15 *l.* 19 *s.* 4 *d. ob.* On the 24. day of *M.* between the like hours *&c.* Other 15 *l.* 19 *s* 4 *d. ob.* On the 23. day of *J.* between the like hours *&c.* Other 15 *l.* 19 *s.* 4 *d ob.* On the 28. day of *S.* between the like hours *&c.* Other 15 *l.* 19. *s* 4 *d. ob.* The firſt payment to begin and to be made on the 24. day of *D.* next enſuing *&c.* between the ſaid hours of *&c.* And ſo from thenceforth to have, continue,

Conſideration.

Grant of the Annuity. Habend. for life

The days of payment.

and yearly to be paid to the ſaid E. *M.* or his Aſſigns, during the natural life of the ſaid E. every year, upon the ſaid dayes, and between the ſaid hours, and at the place aforeſaid. And the ſaid *N. H.* covenanteth &c. That he the ſaid *M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall, and will, from henceforth yearly, and every year, by, and during all the ſaid term of the natural life of the ſaid *E.* well and truely ſatisfie, content, and pay, or cauſe &c. unto the ſaid *E.* or his Aſſigns, the ſaid Annuity of &c. and every part and parcel thereof, in manner and form aforeſaid, according to the tenor, purport, limitation, and true meaning of theſe preſents. And alſo the ſaid *N. H.* covenanteth &c. That he the ſaid *N. H.* ſhall, and will at the now dwelling houſe of the ſaid *N. H.* ſatisfie &c. at, or before, the end and expiration of 6. months next enſuing &c deliver, or cauſe &c. unto the ſaid *E* or his Aſſigns, one ſufficient Deed or Obligation, wherein the ſaid *N. H.* and one able and ſufficient Surety with him, ſhall ſtand bound unto the ſaid *E.* in the ſum of 500 l. of &c. with a Condition thereupon, endorſed for the true performance of all and ſingular the Covenants, Grants, Articles, and agreements in theſe preſents contained, which on the part and behalf of the ſaid *N.* his Heirs, Executors, or Adminiſtrators, or any of them, are, or ought to be performed, according to the ſame meaning of theſe preſents, upon the delivery and receipt of which Deed, or Obligation, in form aforeſaid, the ſaid E. covenanteth &c. to re-deliver and yield up unto the ſaid *N. H.* or his Aſſigns, to be cancelled, one Deed, or Obligation of 500 l. of the date of theſe preſents, wherein the ſaid *N.* ſtandeth bound to the ſaid E for the true performance of the ſaid Covenants herein contained, and on the behalf of the ſaid *N.* or his Aſſigns, to be performed. And further, the ſaid *N. H.* covenanteth &c. That if he the ſaid *N.* ſhall depart this preſent life, and the ſaid *F. M.* ſhall ſurvive and over-live the ſame *N*; That then the Heirs, Executors, Adminiſtrators, or Aſſigns, of the ſaid *N.* ſhall within 3. Months next after ſuch deceaſe of the ſaid *N.* well and truly deliver, or cauſe &c. to the ſaid *E.* or his Aſſigns, at the ſaid now dwelling houſe of the ſaid *N.* in *W.* aforeſaid, one good and ſufficient Deed or Obligation, wherein, and whereby, one good, able, and ſufficient Surety, ſhall ſtand bound to the ſaid *E.* in the ſum of 500 l. of &c. with a Condition thereupon endorſed, for the true payment of the ſaid Annuity to the ſaid E. and his Aſſigns, from thenceforward, yearly, during the life of the ſaid E in manner and form aforeſaid. Provided allwayes, and it is fully covenanted, granted, concluded, condeſcended, and agreed by, and between the ſaid *N.* and *E.* for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them. And the ſaid *E. M* covenanteth &c. That if the ſaid *E.* ſhall miſlike either the Surety which ſhall be contained in the ſaid Deed or Obligation, which the ſaid *N.* hath before in theſe preſents, covenanted to deliver, or cauſe &c. to the ſaid *E.* at, or before the end of ſix Months, next enſuing the date hereof, or the Surety which ſhall be contained in the ſaid Deed, Obligation, to

Covenants.

To pay the Annuity.

And give ſecurity by Bond &c.

With Condition for performance of Covenants.

The like ſecurity, from the Heirs Executors or Adminiſtrators of the Grantor, in caſe of his death.

That if the Grantee ſhall diſlike the aforementioned ſecurity.

to be in form aforeſaid delivered, by the Heirs, Executors, Adminiſtrators, or Aſſigns, of the ſaid *N.* to the ſaid *E.* or his Aſſigns, within 3. Months after the deceaſe of the ſaid *N*: And ſhall ſignifie or declare the cauſe of ſuch his miſliking at the ſaid now dwelling houſe of the ſaid *N.* in *W.* aforeſaid, either to the ſaid *N.* at, or before, the expiration of the ſaid 6. Months, next enſuing the date hereof, or to the Heirs, Executors or Adminiſtrators, of the ſaid *N.* at, or before the end of the ſaid 3. months, next after the day of the deceaſe of the ſaid *N.* And that then if the ſaid *N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do pay, or cauſe *&c.* to the ſaid *E.* or his Aſſigns. the ſum of 300 l. of *&c.* either on the 2 d. day next after the end of the ſaid 6. Months, next enſuing the date hereof, between the hours of &c. of the ſame 2 d. day, at, or in &c. or elſe on the 2 d. day next after the expiration of the ſaid 3. Months, next after the deceaſe of the ſaid *N.* between the like hours in the afternoon of the ſame laſt mentioned 2d. day at the place laſt ſpecified: That then immediately upon full payment, had and made, of the ſaid ſum of 300 l. in manner and form aforeſaid; The ſaid Annuity of *&c.* by theſe preſents granted: And all and ſingular the Covenants, Grants, Articles, and Agreements herein contained on the behalf of the ſaid *N.* his Heirs, Executors, or Adminiſtrators, or any of them, from thenceforth to be obſerved and performed, and all Bonds and Obligations whatſoever made, or to be made, by the ſaid *N.* or any other perſon or perſons, for performance of the ſaid Covenants; or any of them, ſhall ceaſe, clearly determine, and be utterly void, fruſtrate, and of no force and effect in the Law: And that then alſo the ſaid *E.* or his Aſſigns, ſhall, and will, immediately upon full payment had, and made, of the ſaid ſum of 300 l. in manner and form aforeſaid re delivered, or cauſe &c. to the ſaid *N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, this preſent Deed indented, under the hand and Seal of the ſaid *N.* and all the ſaid Bonds, Obligations, made or to be made, as aforeſaid, to be cancelled; theſe preſents *&c.* And moreover, the ſaid E. *M.* covenanteth *&c.* That he the ſaid *E.* and his Aſſigns, upon the receipt of every payment of the ſaid Annuity to him, or them hereafter to be made, according to the tenor and true meaning of theſe preſents, ſhall and will upon requeſt thereſore to be made, deliver a Deed under his, or their, Hand and Seal, to the ſaid *N.* his Heirs, Executors, Adminiſtrator, or Aſſigns, plainly teſtifying and reporting the ſame receipt and payment, from time to time, ſo often as the ſaid *E.* or his Aſſigns, ſhall receive any ſuch payment. In Witneſs *&c.*

And ſhall ſignifie the cauſe of ſuch his diſlike.

If then the Grantor pay 300 l. to the Grantee, the Annuity to ceaſe.

And all Deeds and ſecurities for that matter to be void.

And the Grantee to deliver up this Deed.

That the Grantee upon receipt of the Annuity, ſhall from time to time give a Writing acknowledging the ſame.

A Grant of an Annuity out of a Leaſe by Will, continuable for life, if the Leaſe ſo long endure.

ITem, I Will alſo and Bequeath unto the ſaid E *P.* my Wife, one Annuity, or annual Rent of one and thirty pounds of lawful *&c.* to be yearly paid unto her, or her Aſſigns, by my ſaid Executors, at the

The Grant by Will for life.

uſual Feaſt of Saint *M.* &c. and of the Annunciation *&c.* by even portions, by, and during all ſuch time as my Grand Leaſe of the Scit. and Demeſnes of the Manors of *H.* now in mine own poſſeſſion and occupation, or in the poſſeſſion and occupation of my Aſſigns, and granted unto me by our ſaid Soveraign Lord the Kings Majeſty, under the great Seal of *England*, ſhall happen to endure and have continuance, if ſhe the ſaid *E. P.* ſhall ſo long live, the firſt payment thereof to begin at ſuch of the ſaid Feaſts as ſhall firſt happen, and follow, next after the day of my deceaſe.

A Grant of an Annuity with the Inheritance of Land aſſured for the ſame by a Recovery and a Fine.

THis Indenture, &c. Between the Right Honorable *H.* Earl of *H.* and the Right Honorable *K.* Counteſs of *K.* now his Wife, on the one party; and *J. S.* Citizen and Clothworker of *L.* and *A.* his Wife, on the other party: Witneſſeth, That the ſaid Earl, for and in conſideration of the ſum of three hundred pounds of *&c.* whereof *&c.* hath given and granted, and by theſe preſents doth give and grant, for him, his Heirs, Executors, and Adminiſtrators, to the ſaid *J.* and *A.* his Wife, one Annuity of five hundred pounds of *&c.* by the ſaid Earl, his Heirs, Executors, Adminiſtrators, or Aſſigns, from henceforth yearly to be paid to the ſaid *J. E.* and *A.* and their Aſſigns, and to the Survivors of them, and to the Aſſigns of the Survivors of them, by, and during all the term of the natural lives of the ſaid *J.* and *A.* and the natural life of the longeſt liver of them, at the North gate at the now building Scituate in the City of *L.* commonly called the Royal *Exchange*, entring into the place there commonly uſed for the meeting of Merchants, at two equal payments in every year, in manner and form following: That is to ſay, on the twentieth day of *N.* between the hours of *&c.* two hundred and fifty pounds, and on the 20th day of *M.* between the like hours of &c. two hundred and fifty pounds, The firſt payment thereof to begin and to be made on the 20th. of *N.* next day coming, and ſo from thenceforth to have continuance, and yearly to be paid to the ſaid *J.* and *A.* and to the longer liver of them, and their Aſſigns, and the Aſſigns of the longer liver of them, every year upon the ſaid dayes, and within the ſaid times, and at the ſaid place, during the natural lives of the ſaid *J.* and *A.* and the natural life of the longeſt liver of them. And for the ſaid Conſideration, and for a good and certain Surety and aſſurance to be had and made to the ſaid *J.* and *A.* his wife, of, and for the ſaid Annuity and yearly payment of five hundred pounds to them, and to the Survivor of them, and their Aſſigns, and the Aſſigns of the Survivor of them, well and truly to be made every year, during the natural lives, and during the natural life of the longer liver of them, according to the tenor and true meaning of theſe preſents

Conſideration.

Grant of the Annuity, for two Lives and the longer liver.

preſents: The ſaid Earl for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them: And for the ſaid Counteſs his wife, doth covenant, grant and agree, to, and with the ſaid *J.* and *A.* their Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents; That he the ſaid Earl, and the ſaid Counteſs his wife, before the laſt day of *N.* now next comming, ſhall, and will permit and ſuffer the ſaid *J.* and *A.* at the coſt and charges in the law of the ſaid *J.* and *A.* lawfully to recover againſt the ſaid Earl and Counteſs by writ of Entry Sur diſſeiſin, with Voucher, or Vouchers, after the order and courſe of common Recoveries, the Mannor of *A.* with the Appurtenances in the County of *S.* and all that *More* called *a More*, with all the Appurtenances thereof in the ſame County, and all the Meſſuages, Lands, Tenements, and their Appurtenances, now or late parcel of the late Chantery of &c. with the Appurtenances, and all and ſingular Meſſuages, Lands, Tenements, Rents, Reverſions, Rights, Patronage of Churches, Franchiſes, Liberties, Juriſdictions, Priviledges, and Hereditaments whatſoever, eſteemed, reputed, uſed, demiſed or taken, as part, parcel, or member of the ſaid Mannor of *A.* or as any part of the ſaid More called &c. And all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments whatſoever, which the ſaid Earl and Counteſs have, or either of them hath, or at any time had in the Towns, Fields, Pariſhes, and Hamlets, of *A.* or within the ſaid More, called &c. in the ſaid county of *S.* And alſo the ſaid Earl and Counteſs ſhall likewiſe permit and ſuffer the ſaid *J.* and *A.* lawfully to recover againſt the ſaid Earl and Counteſs by another Writ of Entry Sur diſſeiſin, with Voucher or Vouches, after the order &c, *ut ſupra*, all that the Mannor of *B.* with the Appurtenances in the County of *C.* And all and ſingular Meſſuages *ut prædict.* And all and ſingular Rights, Liberties, Priviledges, Courts, Leets, View and Viewers of Franck-pledge, Franchiſes, Commodities, Profits, Rents, Services, and Juriſdictions whatſoever, that the ſaid Earl and Counteſs, or either of them hath, or lawfully might have, of, or in the ſaid Mannors, and other the Premiſſes, or of, or in any part or parcel of them, or of any of them: And that all the ſaid Recoveries ſhall be in due form of Law lawfully executed: And moreover, that as well the ſaid Earl, and the ſaid Counteſs now his wife, at the coſts and charges of the ſaid *J.* in the law only, before the laſt day of N. now next coming as aforeſaid, ſhall, and will by Fine in due form of law to be levied with proclamation, according to the Statute in that behalfe provided, convey, and aſſure unto the ſaid *J.* and *A.* and to their heirs, or to the heirs of one of them, all the ſaid Mannors, and all other the Premiſſes, with all, and ſingular their Appurtenances, with warranty of the ſaid Earl and the ſaid Counteſs his wife, and of the heirs of the ſaid Earl, of all the Premiſſes to the ſaid *J.* and *A.* and to the heirs of the ſaid *J.* againſt all men. As alſo, that after the ſaid Fine had, and Recoveries executed, Sir *G. H.* Knight, brother of the ſaid Earl on this ſide and before 24. day of *J.* which ſhall be *Anno. Dom.* 1660. at the coſt and charges in the Law only of the ſaid *J.* or *A.* or of their Aſſigns, ſhall, and will, by Fine with proclamation, according to

A covenant to ſuffer a Recovery.

Another Recovery.

A covenant to levy a Fine.

A covenant that another Perſon ſhall releaſe by fine, &c.

the Statute in due form, by him the ſaid Sir *G.* to be levied, grant, and releaſe to the ſaid Earl and his Heirs, all and ſingular the Premiſſes, with warranty of the ſame to the ſaid Earl and his Heirs, againſt him the ſaid Sir *G.* and his Heirs, according to the uſual manner of fines: And it is condeſended, concluded, and agreed between the ſaid parties, that as well the ſaid Fine of the ſaid Earl and Counteſs, and the ſaid Recovery and Recoveries ſo to be had, and executed, as aforeſaid: As alſo the ſaid Fine of the ſaid Sir *G. H.* and all other Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, whatſoever ſpecified, or mentioned, in theſe preſents, ſhall be to the uſes, intents, and purpoſes, hereafter expreſſed in theſe preſents, and to none other uſe or uſes, intent or purpoſe; That is to ſay, to the uſe and behoof of the ſaid Earl, and his Heirs, until default of payment ſhall be made of the ſaid Annuity granted by theſe preſents, or of ſome part thereof, contrary to the form, tenor, and effect of theſe preſents: And after default of payment of the ſaid Annuity or any part thereof, contrary to the form, tenor, and effect of theſe preſents: Then to the only uſe and behoof of the ſaid *J.* and *A.* and of the Heirs and Aſſigns of the ſaid *J.* abſolutly without any manner of Condition, and to none other uſe, or intent whatſoever: And that then alſo, and from thenceforth, all and every perſon or perſons ſeiſed, or to be ſeiſed, of the Premiſſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeiſed to the only uſe and behoof, and of the Heirs and Aſſigns of the ſaid *A.* for ever; And that then the ſaid Earl, his Heirs, and Aſſigns, within 6. months next after any default of payment made, ſhall, and will ſafely deliver, or cauſe, &c. to the ſaid *J.* his heirs, and Aſſigns, at the now Manſion houſe of &c. all, and ſingular ſuch Deeds, Charters, Evidences, Court Rolls, Books of Survey, Terriors, Eſcripts, Writings, and Mynuments, concerning the Premiſſes only, or only any part thereof, as the ſaid Earl now hath or which he or his Heirs then ſhall have, or without Suit in Law may then get, or come by. And the ſaid Earl, for him, his heirs Executors, and Adminiſtrators, and every of them, doth covenant and grant to, and with the ſaid *J.* and *A.* his wife, and the Heirs, Executors, Adminiſtrators, and Aſſigns of the ſaid *J.* by theſe preſents, in form following; That is to ſay, That he the ſaid Earl, and the ſaid Counteſs, now are the very true, perfect, and rightful Owners of all, and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, and of all, and every other the Premiſſes, with all and ſingular the Appurtenances: And that the ſaid Earl and Counteſs, at the time of the ſaid Recoveries ſo to be had, as is aforeſaid, ſhall ſtand and be ſeiſed of the ſaid Mannors, &c. of a good, perfect, and ſufficient Eſtate of Freehold, with the Fee-ſimple thereof, in the ſaid Earl. And that the ſaid Earl at the time of the ſaid Fine to be levied by the ſaid Earl and the ſaid Counteſs, ſhall ſtand and be ſeiſed of the ſaid Mannors and other the Premiſſes, in Fee-ſimple, according to the uſe thereof before limited to the ſaid Earl: And that the ſaid Mannors, Meſſuages &c. ſhall from, and after default of payment of the ſaid Annuity, or

The Uſes of the Fines and Recoveries declared.

If default be made in payment.

That all perſons ſeiſed, ſhall ſtand ſeiſed to the uſe of the grantees.

And all deeds to be delivered to them.

A covenant that the Grantors are ſeiſed.

in Fee.

Free from Incumbrances.

or any part thereof, ſtand and continue for ever clear, and free diſcharged, exonerated, and acquited, or otherwiſe by the ſaid Earl, or his Heirs, from time to time, and at all times ſufficiently ſaved harmleſs, of, and from, all and ſingular former Grants, Bargains Sales, Leaſes, Charges, Eſtates, Titles, Fine and Fines, for Licenſe of Alienation by the ſaid Recoveries and Fines aforeſaid, and by every, or any of them (if any be done) and all other Incumbrances whatſoever, The chief Rents and Services to be due and payable to the chief Lords of the Fee, or Fees, of the Premiſſes, in reſpect of their Seigniories only, and one Leaſe for the term of 60. years, made by the ſaid Earl to one *J. W.* Eſquire by Indenture, dated 26. *Febr. An.* 12. *Car.* 2. of all that the Scituation of the Mannor of *A.* and of the Manſion houſe called *A.* Court, and other Lands mentioned in the ſaid Leaſe, and of all Leaſes for terms of 21. years, or under, or for the term of life, or lives, not exceeding 3. lives, by the ſaid Earl; or any of his Anceſtors heretofore made, or granted, and hereafter by the ſaid Earl, or his Heirs, to be granted and made, during the time that the ſaid Earl, and his Heirs, or Aſſigns, ſhall well and truly pay the ſaid Annuity of 500 l. according to the tenor, purport, and true meaning of theſe preſents, above declared and expreſſed: And all Eſtates by Copy of Court-Roll, heretofore had, made, or granted as aforeſaid, or to be had, made, or granted as aforeſaid, of the Premiſſes, or of any part thereof, upon all, and every which ſaid Leaſes, Eſtates, and Copies, the old accuſtomed Rents, and Services are, and ſhall be reſerved, and from henceforth ſhall be due and payable to the Owners of the Reverſion and Reverſions of the ſame, during the ſeveral Term and Eſtates thereof aforeſaid (only excepted.) And further, That if it do fortune that the ſaid Annuity and yearly payment of 500 l. aforeſaid, and every part thereof, be not well and truly paid and contented to the ſaid *J.* and *A.* and the Survivor of them, or their Aſſigns, in manner and form aforeſaid; That then and at all times after default made in payment thereof, or of any part thereof, contrary to the form aforeſaid; The ſaid Mannors and other the Premiſſes ſhall be, and continue for ever, unto the ſaid *J.* and *A.* and to the Heirs and Aſſigns of the ſaid *J.* of the clear yearly Rent and value of 300 l. of &c. over and above all yearly Charges and Repriſes: And that the Premiſſes have been by the ſpace of 60. years laſt paſt, of the ſaid clear yearly Rent and value of 300 l. over and above all Charges and Repriſes: And that then alſo, and from thenceforth, the ſaid *J.* and *A.* and the Heirs and Aſſigns of the ſaid *J.* ſhall, and may lawfully and quietly Have, hold, occupy, and enjoy, all, and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, and all, and ſingular the Premiſſes, with their Appurtenances, and ſhall, and may alſo lawfully and quietly have, take, perceive, receive, and enjoy, all, and ſingular the Rents, Iſſues Revenues, and Profits thereof, and every part thereof, from thenceforth to, and for the only Commodity, uſe, and behoof of the ſaid *J.* and *A.* and of the Heirs and Aſſigns of the ſaid *J.* for ever. And further, That the ſaid Earl, or his Heirs, at, or before the firſt day of *J.* which &c. 1660. ſhall and will deliver, or cauſe &c. to the ſaid *J.* and *A.* and to the Survivor of

Except Leaſes and Eſtates by Copy.

Eſtates by Copy.

That the Premiſſes ſhall continue of the clear yearly value of 300 l.

To hold and enjoy.

A Covenant to deliver a Survey of the Lands.

And true Copies of the Evidences.

The Grantees Covenant, that upon every receipt of the Annuity they will give a writing acknowledging the ſame.

And if the Annuity be duly payd, the Executors or Adminiſtrators of Survivor to redeliver Books and Evidences.

Proviſo, that if default be made in payment whereby the Grantees Eſtate becomes abſolute, then the Annuity to ceaſe.

of them, at the now dwelling houſe of &c. one Book of a plain and perfect Survey of all, and ſingular the ſaid Mannors, Meſſuage, Lands, Tenements, Rents, Services, and Hereditaments, and of all other the Premiſſes, with their Appurtenances, containing and expreſſing the names of the Tenants, Occupiers of Land, and their Eſtates, and the yearly rents plainly and legibly writteen; The ſame to be done and made at the coſts and charges of the ſa d Earl his Heirs, or Executors, And alſo the true Copies of all the Evidences, Charters, and Mynements which the ſaid Earl now hath, or without Suit in the Law, can get, or come by, touching or concerning the Premiſſes, or any part thereof, to be legibly and plainly written, and then and there to be examined with their Originals by the ſaid *J.* or ſuch other as the ſaid *J.* or *A.* ſhall thereunto name and appoint, and the charges of the writing of the ſaid Copies of all the ſaid Evidences of &c. then to be allowed, and paid by the ſaid *J.* and *A.* his wife, the ſaid Book of Survey, and the Copies of the ſaid Evidences to be received by Indenture. And the ſaid *J. S.* and *A.* his Wife, for themſelves, their Executors, and Adminiſtrators, and every of them, do covenant and grant to, and with the ſaid Earl, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents; That he the ſaid *J.* and *A.* his wife, and their Aſſigns, upon the receipt of every payment of the ſaid Annuity, to them, or any of them hereafter to be made, according to the tenor and true meaning of theſe preſents, ſhall, and will upon requeſt therefore to be made, deliver a Writing under their hand, plainly teſtifying and reporting the ſame receipt and payment, from time to time, ſo often as the ſaid *J.* or *A.* or their Aſſigns ſhall receive any ſuch payment: And that if the ſaid yearly payment be from time to time, duly made to the ſaid *J.* and *A.* or their Aſſigns, during their lives, and the life of the longer liver of them, in form aforeſaid, that then the Executor or Adminiſtrator of the Survivor of the ſaid *J.* and *A.* upon any reaſonable requeſt to them, or any of them in that behalf to be made, ſhall, and will well and ſafely re. deliver, or cauſe &c. the ſaid Book of Survey, with the ſaid Copies of the ſaid Evidences, Charters, and Mynements unto the ſaid Earl, or his Heirs, or to ſuch perſon, or perſons, as in the name of the ſaid Earl, or of his Heirs, ſhall require, or demand the ſame. Provided alwayes, That if the ſaid Earl, his Heirs, Executors, or Adminiſtrators, ſhall happen not to make true payment of the ſaid Annuity, or yearly Rent of &c. to the ſaid *J.* and *A.* and to the longer liver of them, according to the Tenor and true meaning above in theſe Preſents expreſſed and declared: But ſhall fail and make default in payment of the ſame, or any part thereof, at the dayes, times, and place above limited for the ſame, ſo that the ſaid *J.* and *A.* and the Heirs of the ſaid *J.* by reaſon of the ſame Covenant for quiet enjoying, ſhall, or lawfully may from thenceforth poſſeſſe, enjoy, perceive and take the Rents, Revenues, Iſſues and Profits of the Premiſſes according to the intent, purpoſe and true meaning above expreſſed and declared in theſe Preſents, That then the ſaid Annuity or yearly payment by theſe Preſents above granted

ted to the ſaid *J.* and *A.* ſhall ceaſe, determine, and be no longer paid. And further, the ſaid Earl for him *&c.* Covenanteth with the ſaid *J. S.* his Heirs, Executors, and Adminiſtrators, by theſe Preſents, That he the ſaid Earl, and his Heirs, and all, and every other perſon and perſons (other then ſuch Leaſes and Copyholders, as aforeſaid, to claim only for their ſaid Leaſes, Eſtates, and Intereſts above excepted, which ſhall have, or lawfully ſhall claim to have any Eſtate, Right or Intereſt, of, in, or to the ſaid Mannors, and other the premiſſes with their Appurtenances, or any part thereof, by, from, or under the Eſtate of the ſaid Earle; at all times during two years next after any default made in payment of the ſaid Annuity to the ſaid *J.* and *A.* or either of them, contrary to the Tenor and true meaning of theſe preſents, At and upon the reaſonable requeſt, and at the coſts and charges in the Law only of the ſaid *J.* and *A* or of the Heirs and Executors of the ſaid *J.* ſhall and will, do, knowledge, and ſuffer, and cauſe *&c.* All and every ſuch lawful and reaſonable Act and Acts, thing and things, as the ſaid *J.* and *A.* and the Heirs and Aſſigns of the ſaid *J.* or any of their Learned Councel in the Law, ſhall lawfully Demiſe or adviſe for the further aſſurance, Surety, Conveniance, and ſure making of all and ſingular the ſaid Mannors with their Appurtenances, and all and every other the premiſſes, to be had, conceived, and made ſure to the ſaid *J.* and *A.* and the Heirs and Aſſigns of the ſaid *J.* for the only uſe and behoof of the ſaid *J.* and *A.* and of the Heirs and Aſſigns of the ſaid *J.* for ever, abſolutely without any manner, Condition or Defeaſance whatſoever: Provided alwayes, and it is concluded and agreed by and between the ſaid parties to theſe preſents, for themſelves, their Heirs and Aſſigns, That if the ſaid Earle or his Heirs or Aſſigns, during the time as he, or they, or any of them ſhall well and truly pay the ſaid Annuity of *&c.* to the ſaid *J.* and *A.* and to the Survivors of them in form aforeſaid, do make and grant Leaſe and Leaſes by Indenture for years or eſtates by Copy of Court-Roll, according to the ſeveral cuſtoms of the ſaid Mannors to any perſon or perſons of the Scituation or Scituations of the ſaid Mannors, and of any Lands or Tenements, aforeſaid, or of any part or parcel of the ſaid Lands or Tenements; So alwayes as upon every ſuch Leaſe or Leaſes, Eſtate or Eſtates, there be reſerved the accuſtomary yearly Rents and Services of the Lands and Tenements, ſo to be leaſed or granted to be paid and done yearly to the owners of the Reverſion thereof, during the continuance of every ſuch Grant, Leaſe, and Eſtate. And ſo that no ſuch Leaſe or Eſtate be made without impeachment of waſt, or for any longer term then the term of one and twenty years, to commence within two years at the fartheſt, next after the granting thereof, or for three lives or fewer in poſſeſſion, and ſo as any ſuch Leaſe do not binde or charge the Owner of the Reverſion, with the Reparations of any Buildings, or other thing by ſuch Leaſe to be granted; That then the ſaid Recovery and Recoveries, Fine and Fines, and all other Conveyances, and Aſſurances above ſpecified, ſhall be to the uſes and behooſs of any ſuch Leaſes and Copyholders, and to their Term and Eſtates aboveſaid, under, and upon the Reſervations, as is aforeſaid. In Witneſs *&c.*

A Covenant for further Aſſurance.

Power to make Leaſes.

And grant Copyhold Eſtates.

Reſerving the uſual Rents.

So as no Leaſe be made without Impeachment of Waſte, or for longer then 21. years or 3. lives, or do charge the Owner of the Reverſion with Reparations.

A

A Grant of an Annuity out of Land, for term of life.

Conſideration. Grant of the Annuity.

THis Indenture, *&c.* Witneſſeth, That the ſaid *R. F.* in conſideration *&c,* Hath given and granted, and by theſe preſents doth give and grant to the ſaid *J. C.* one Annuity or yearly Rent of 22*l.* of lawful *&c.* to be yearly iſſuing out of all that Mannor in *R.* with the Appurtenances, in the County of *N.* called the Mannor of *W.* To have, perceive, take, and receive the ſaid Annuity, or yearly rent of 22*l.* to the ſaid *J. C.* and her Aſſigns, from henceforth, for, and during the term of the natural life of the ſaid *J.* the ſame Annuity, or yearly Rent, to be yearly paid to the ſaid *J.* or her Aſſigns, during the life of the ſaid *J.* at the now Manſion houſe *&c.* in the dayes of the Feaſts *&c.* or on the 28 day next after every of the ſame Feaſt dayes, between the hours *&c.* by even portions; The firſt payment thereof to begin on the Feaſt of the *Annunciation* of *&c.* next coming *&c.* or on the 28. day then next enſuing, and ſo from thenceforth to have continuance, and to be paid to the ſaid *J.* or her Aſſigns, at ſuch times, and in ſuch manner and form as aforeſaid, yearly during the natural life of the ſame *J*: And if it happen the ſaid Annuity or yearly rent of *&c.* or any part, or parcel thereof to be behind and not paid to the ſaid *J.* or her Aſſigns, according to the tenor and purport of theſe preſents, at any time during the natural life of the ſaid *J*; That then for every ſuch default of payment thereof, or of any part thereof, the ſaid *R.* his Heirs and Aſſigns ſhall forfeit, and loſe to the ſaid *J.* her Executors, and Aſſigns, 5 *l.* for, and in the name of a Pain: And that then, and at all times, ſo often as any ſuch default ſhall happen, from thenceforth it ſhall and may be lawful to, and for, the ſaid *J. C.* her Executors and Aſſigns, into the ſaid Mannor of *W.* with the Appurtenances, and other the Premiſſes, and into all and any part thereof to enter and diſtrain, as well for the ſaid Annuity and yearly Rent, and all arrearages thereof, as alſo for all, and every pain and pains aforeſaid ſo to be forfeited as aforeſaid, and all arrearages thereof, and all and every Diſtreſs, and Diſtreſſes in the Premiſſes, or any part thereof to be found, lawfully and quietly to take, lead, bear, drive, and carry away, and with them to hold and keep, until of the ſaid yearly Rent, and pain and pains aforeſaid, and all arrearages thereof, together with all their coſts and damages in that behalf to be ſuſtained, they ſhall be paid and ſatisfied. And the the ſaid *R. F.* for him *&c.* doth covenant *&c.* in manner and form *&c.* That the ſaid Mannor of *W.* with the Appurtenances, ſhall be, and continue at all times chargeable and lyable to all and every the Diſtreſs and Diſtreſſes of the ſaid *J.* and her Aſſigns, according to the purport and intent of theſe preſents there to be had and taken at any time, for default of payment of the ſaid Annuity, and pain and pains aforeſaid, to be forfeited, as is aforeſaid, or any part thereof.

Habend. for life.

Times of payment.

Nomine Pœnæ.

Cauſe of diſtreſs.

Covenant that the Premiſes ſhall be lyable to diſtreſs.

An

And alſo, That during the natural life of the ſaid *J.* the ſaid Mannors and other the premiſſes ſhall be and continue of the clear yearly value of 26*l.* of &c. over and above all Repriſes: And that he the ſaid *R. F.* now is the very true, perfect, lawful, and ſole Owner of the ſaid Mannor of *W.* with the Appurtenances, and of every part and parcel thereof, a good, lawful, and ſure Eſtate of Inheritance in Fee-ſimple, or Fee-tail, generally to his own only uſe. And moreover, That the ſaid *R. F.* and his Heirs, if it ſhall be found hereafter, that the aſſurance of the ſaid Annuity, by theſe preſents made, ſhall not be a full and ſufficient aſſurance thereof to the ſaid *J C.* in form aforeſaid; That then upon notice thereof given, and requeſt made to the ſaid *R.* or his Heirs, by the ſaid *J.* or her Aſſigns: The ſame *R* or his Heirs, ſhall at their own coſts and charges in the Law, make all ſuch further aſſurance to the ſaid *J.* of the ſaid Annuity, for the term of her natural life, only as by her, or her Learned Councel, ſhall be lawfully, and reaſonably deviſed, adviſed, and required. In Witneſs &c.

Shall continue of the yearly vallue &c.

That he is lawfull owner and hath an Eſtate in Fee.

To make further aſſurance if need be.

A Grant of an Annuity to a Man and his Wife for their lives, iſſuing out of Land, with very good Covenants.

THis Indenture made &c. Between Sir *S. M.* of *E.* in the County of *C.* Knight, on the one party, and *R K.* Citizen and Goldſmith of *L.* and *S.* his Wife on the other party, Witneſſeth, That the ſaid Sir *S. M.* for a certain competent ſum of lawful &c. to him before hand paid by the ſaid *R. E.* hath given and granted, and by theſe preſents for him, and his Heirs, doth give, grant, and confirm to the ſaid *R. E.* and *S.* his Wife, one Annuity or yearly rent of 80*l.* to be going and iſſuing out of the Mannors of *E D.* and *B.* in the ſaid County of *C.* and great *M.* in the ſaid County of *W.* To have, hold, levy, and yearly perceive, receive, take, and enjoy the ſaid Annuity or yearly rent of 80*l.* of &c. to the ſaid *R. E.* and *S.* his Wife and their Aſſigns, from the laſt day of *S.* next enſuing the date hereof, for and during the term of the natural lives of the ſaid *R.* and *S.* and the term of the natural life of the longer liver of them; the ſame Annuity or yearly rent to be yearly paid to the ſaid *R.* and *S.* and the Survivor of them and their Aſſigns, during the life of the longer liver of the ſame *R* and *S.* and the life of the longer liver of them, at the place where the Font-ſtone ſtandeth within the Temple-Church in the Suburbs of the City of *L.* on the 22 day of *N.* and the 22 day of *J.* between the hours of 1. and 3. of the Clock in the Afternoon of every of the ſame ſeveral dayes yearly by even and equal portions, the firſt payment thereof to begin, and to be made on the 22 day of *N.* next coming: And if it ſhall happen the ſaid Annuity or yearly rent of 80*l.* or any part thereof to be behind and not paid to the ſaid *R. E.* and *S.* his Wife, or their

Conſideration.

Grant of the Annuity.

Habend. for two lives, and the longer liver.

Time and place of payment.

Nomine Pœnæ.

their Aſſigns, according to the tenor and purport of theſe preſents, at any time during the lives of the ſaid *R.* and *S.* or the life of the longer liver of them, that then for ſuch default of payment thereof, or of any part thereof, the ſaid Sir *S. M.* his Heirs or Aſſigns ſhall forfeit and loſe to the ſaid *R.* and *S.* and the Survivors of them, their Executors and Aſſigns, &c. of lawful &c. for, and in the name of a Pain: And that then at all times, and ſo often as any ſuch default ſhall happen from thenceforth, it ſhall, and may be lawful to, and for the ſaid *R.* and *S.* and the Survivor of them and their Executors and Aſſigns, into all and every the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, or any part thereof, to enter and diſtrain as well for the ſaid Annuity and yearly rent, and all arrearages thereof, as alſo for all and every pain and pains aforeſaid, ſo to be forfeited as aforeſaid, and all arrearages thereof, and every Diſtreſs and Diſtreſſes in the Premiſſes, or any part thereof to be found, lawfully and quietly to take, lead, bear, drive and carry away, and them to hold and keep until all of the ſaid yearly rent and pain and pains aforeſaid, ſo to be forfeited as aforeſaid, and all arrearages thereof, together with all their coſts and damages in that behalf to be ſuſtained, they ſhall be paid and ſatisfied; And that if every ſuch Diſtreſs and Diſtreſſes ſo to be taken, as is aforeſaid, ſhall not (from time to time ſo often as any ſuch ſhall be taken) be redeemed from the ſaid *R.* and *S.* and the Survivor of them, their Executors and Aſſigns, within the ſpace of 10 dayes next after the taking thereof, that then it ſhall, and may be lawful to, and for the ſaid *R. S.* and the Survivor of them and their Aſſigns, to make ſale of all and every ſuch Diſtreſs and Diſtreſſes, as aforeſaid, and thereof to have, levy, and to enjoy the arrearages of the ſaid yearly Rent, and payments of the pain and pains aforeſaid forfeited, as aforeſaid, without moleſtation, impeachment, or vexation of any perſon or perſons whatſoever. And the ſaid Sir *S. M.* for him, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth Covenant and Grant, to, and with the ſaid *R. E.* and *S.* and the Survivor of them, their Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents in manner following; That is to ſay, That he the ſaid Sir *S. M* now at the time of the enſealing and delivery of theſe preſents, is, and ſtandeth lawfully and ſolely ſeiſed of a good, perfect, ſure, and abſolute ſtate in the Law in poſſeſſion in his demeſne, as of Fee-ſimple, without any condition, to the only uſe of himſelf and his Heirs, of, and in the ſaid Mannors of *E. D.* and *B.* with their Appurtenances in the County of *C.* and of the ſaid Mannor of great *M.* with the Appurtenances in the County of *W*: And that during the life of the longer liver of the ſaid *R.* and *S.* the ſaid Mannors with the Appurtenances in the County of *W.* ſhall be and continue to the ſaid Sir *S. M* his Heirs and Aſſigns, of the clear yearly value of 50 l. of lawful *&c.* or above, beyond all charges and repriſes; And that alſo during the ſame time, the ſaid Mannors with the Appurtenances in the County of *C.* ſhall be, and continue to the ſaid Sir *S.* his Heirs and Aſſigns, of the clear yearly value of one 100 l. of *&c.* or above, beyond all charges and repriſes: And the ſaid Mannors, Meſſuages, Lands, Tenements, and

Clauſe of diſtreſs.

To ſell the diſtreſs if not redeemed in 10. dayes.

Covenants.

That he is ſeiſed in Fee.

And the premiſſes ſhall continue of the yearly vallue &c.

and Hereditaments, and all other the premiſſes with their Appurtenances and Hereditaments, and every part thereof, ſcituate, lying, or being within the ſaid Counties of *C.* and *W.* or either of them, during the natural lives of the ſaid *R.* & *S.* and the life of the longer liver of them from time to time ſhall be, and ſtand liable, chargeable and ſufficient to all and every the Diſtreſs and Diſtreſſes, of the ſaid *R.* and *S.* his wife, or either of them, their Aſſigns, and the Aſſigns of either of them, ſo often as any occaſion of diſtreſs ſhall be given to them, or any of them by the true meaning of theſe preſents. *And ſhall be lyable to diſtreſs.*

And further, That the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular other the Premiſſes with their Appurtenances now are, and during the life of the longer liver of the ſaid *R.* and *S.* ſhall be, and ſtand clearly diſcharged and acquitted, or otherwiſe ſufficiently ſaved harmleſs of, and from all ſingular Grants, Titles, States and Incumbrances whatſoever, which, contrary to the intent and true meaning of theſe preſents, ſhall, or may barr, avoid prejudice, or hinder the ſaid *R. E.* and *S.* or either of them, or their Aſſigns, or the Aſſigns of either of them, to have, take, and perceive, receive, levy, and diſtrain for, and enjoy the ſaid Annuity and yearly Rent or any part thereof, and the pain or pains aforeſaid, or any part thereof (if any ſuch happen to be forfeited.) *And free from Incumbrances.*

And moreover, that the ſaid *R.* and *S.* during their lives, and the longer liver of them, during his, or her life, ſhall be well and truly contented and paid the ſaid Annuity or yearly Rent of thirty pounds, and every part thereof, according to the intent and true meaning of theſe preſents, without any Fraud or Covin. *Covenant to pay the Annuity.*

And, the ſaid *R. E.* for him, his Executors and Adminiſtrators, doth covenant and grant to, and with Sir *S. M.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, That, if the ſaid Sir *S.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do well and truly hold, obſerve, perform, fulfil, and keep, all and ſingular Covenants, Grants, and Articles aboveſaid, for the part of the ſaid Sir *S.* his Heirs, Executors, Adminiſtrators, and Aſſigns to be holden, fulfilled, performed, or kept; That then one Recognizance, or Writing Obligatory, bearing the date of theſe preſents, knowledged before the Lord Mayor of the City of *Y.* according to the form preſcribed by the Statute, of late made and provided, for recovery of Debts, wherein the ſaid Sir *S.* and *C. M.* Eſquire, Son and Heir apparent of the ſaid Sir *S.* do ſtand bound to the ſaid *R. E.* in the ſum of 800 *l.* ſhall be clearly void and fruſtrate; Or elſe, the ſame Recognizance, or Writing Obligatory, to ſtand and abide in all his force, effect, ſtrength, and virtue; any thing in theſe preſents ſpecified or contained, to the contrary thereof in any wiſe notwithſtanding. *Grantee Covenants, that if the Grantor performs, then a Recognizance of* 800 *l. to be void.*

In Witneſſe, *&c.*

An Annuity granted for two Lives, with the Inheritance of Land assured to the payment thereof.

Consideration. THis Indenture, &c. Between *R. I.* and *W. I.* &c. on the one party, and *E. S.* and *A.* his wife, on the other party; Witnesseth, That the said *R.* and *W.* for and in consideration of the sum of *&c.* whereof *&c.* have given and granted, and by these presents, for them, their Heirs, Executors, and Administrators, do give and grant to the said *E. S.* and *A.* his wife, one Annuity of a 100 l. *&c.* by the said *R.* and *W.* their Heirs, Executors, Administrators, or Assigns, or by some of them, from henceforth yearly to be paid to the said *E.* and *A.* and their Assigns, and to the Survivor of them, and the Assign of the Survivor of them, by, and during all the term of the natural life of the said *E.* and *A.* and the natural life of the longer liver of them, at, or within the tendring house *&c.* or at the place where the said tendring house now standeth, at two equal payments in every year, in manner and form following; *viz.* On the 28. day of *O.* between the hours of *&c.* 50 l. and on the 28 day of *A.* between the like hours in the afternoon of the same day 50 l. The first payment thereof to begin and to be made on the 28 day of *O.* next *&c.* and so from thenceforth to have continuance, and yearly to be paid to the said *E.* and *A.* and the longer liver of them every year, upon the said dayes, and within the said times, and at the said place, during the natural lives of the said *E.* and *A.* and the natural life of the longer liver of them. And for a good and certain assurance and surety to be had and made to the said *E.* and *A.* his wife, of, and for, the said Annuity and yearly payment of 100 l. to them, and to the Survivor of them, well and truly to be made every year during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect, and true meaning of these presents: The said *R. I.* hath given, granted, bargained, and sold, and by these presents doth clearly and fully bargain and sell unto the said *E.* and *A.* his wife, and to their Heirs and Assigns, all that Mannor *&c.* and all and singular Messuages, Lands, Tenements, Woods, Under-woods, and Hereditaments to the said Mannors *&c.* and all and singular Courts *&c.* and all the Right *&c.* To have and to hold, the said Mannors, Messuages *&c.* to the said *E.* and *A.* his wife, their Heirs and Assigns, to the only use of the said *E.* and *A.* their Heirs and Assigns. And the said *W. I.* hath given *&c.* unto the said *E.* and *A.* his wife, and to their Heirs and Assigns, all and singular Mannors, Messuages, Lands, Tenements, Woods, Under-woods, Rents, Reversions, Services, Profits, Commodities & Hereditaments which the said *W. I.* hath, or ought to have, within the Parish and Fields of *C.* in the County of S. to have, &c *ut prædicta.* Provided alwayes, and it is conditioned, granted and concluded, and agreed by, & between the said parties to these presents, for themselves, their

Grant of the Annuity, for two Lives and the longer liver.

Time and place of payment.

Sale of a Mannor for securing the payment of the Annuity.

Habend.

Proviso.

their Heirs, &c. by theſe preſents, That if the ſaid *R. I.* or *W. I.* or either of them, or the Heirs &c. do well and truly content and pay, or cauſe &c. to the ſaid *E.* and *A.* and to the Survivors of them, and their Aſſigns, and the Aſſigns of the Survivors of them, the ſaid Annuity and yearly payment of 100 l. at two equal payments every year, yearly, during the natural life of the ſaid *E.* and *A.* and the natural life of the longer liver of them, on the 28 th. of *O.* and on the 28 th. of *A.* from thenceforth at the place and between the hours therefore limitted and appointed, in, and by theſe preſent Indentures: And if it ſhall happen the ſaid *E.* and *A.* nor either of them, nor any other authorized by, and from them, or either of them to be preſent, at the place and times limitted and appointed for the payment of the ſaid Annuity, ready to receive the ſaid payment, Then if the ſaid *R.* and *W.* their Heirs, Executors, and Aſſigns, or one of them ſ do upon demand to be therefore made at the new Manſion houſe of the ſaid *R. I.* at &c. by the ſaid *E.* and *A.* or any other authorized for them, or for one of them, at, and upon the 10 th. day next after any of the ſaid dayes and times before limitted and appointed for the payment of the ſaid yearly Annuity, pay or cauſe &c. to the ſaid *E* and *A.* or their lawful Aſſign or Attorny ſo much of the ſaid yearly payment or Annuity as ſhall be behind, and unpaid, and all the Arrearages of the ſame: Then the Gift, Grant, Bargain, and Sale, made of the ſaid Mannors, Meſſuages, Lands and Tenements, and all other the Premiſſes by theſe preſents bargained and ſold to the ſaid *E.* and *A.* and to their Heirs, ſhall be clearly and utterly void and fruſtrate to all intents and purpoſes, as though the ſame had never been made: And that then, and from thenceforth it ſhall be lawful to, and for, the ſaid *R.* and *W.* their Heirs and Aſſigns, to enter into the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, by them ſeverally bargained and ſold by theſe preſents as aforeſaid, and the ſame to have again, and repoſſeſſe as in their ſeveral former Eſtates, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. And that then, and from thenceforth, the ſaid *E.* and *A.* and their Heirs, and all and every perſon and perſons to be ſeiſed of the Premiſſes, or any part thereof by, from or under the ſtate of the ſaid *E.* and *A.* or either of them ſhall ſtand and be ſeiſed of the ſaid Mannors &c. in the ſaid County of *D.* to the only uſe and behoof of the ſaid *R. I.* and of his Heirs, and to none other uſe, or uſes, whatſoever, and of the ſaid Mannors, Meſſuages &c. in the ſaid County of *S.* to the only uſe of the ſaid *W. I.* and of his Heirs, and to none other uſe, or uſes whatſoever; And that then alſo all aſſurances to be made of the Premiſſes, and of every parcel thereof, ſhall be to the ſaid laſt recited ſeveral uſes and to none other. And the ſaid *R.* and *W.* for themſelves &c. do Covenant and Grant, and either of them Covenanteth &c. in manner and form &c. *viz.* That the ſaid *I.* at the time of the enſealing and delivery of theſe preſents, is the true and lawful Owner of the ſaid Mannors of &c. and Premiſſes in his own Right, and to his own uſe is, and ſtandeth, lawfully and ſolely ſeiſed in his Demeſne as of Fee-ſimple, without any Condition, Mortgage, Limitation of Uſe, or Uſes. And

That if the Annuity be paid at the times and place.

And the Grantees not there to receive the ſame.

Then if the Grantor do after pay the ſame within 10. dayes after demand.

The bargain and Sale of the Mannor &c. to be void.

And the Grantor to enter.

And all perſons to ſtand ſeiſed thereof.

To the uſes &c

And all aſſurances to be to the ſame uſes.

Covenants.

That he is lawful Owner and ſeiſed in Fee.

And hath good right to Grant.

that he hath good Right Power, and Authority, to give, grant, bargain, ſell, and aſſure the ſaid Mannors, and all other the Premiſſes in &c. to the ſaid *E.* and *A.* and to their Heirs and Aſſigns, in form aforeſaid. And further, That the ſaid *W. J.* hath power to ſell, and is ſolely ſeiſed in the Mannors &c. in &c. *in forma Præ limitata.* And alſo, that the ſaid Mannors, and other the Premiſſes in &c. and the ſaid Meſſuages &c. in &c. now are, and from, and after any default of payment of the ſaid Annuity, or any part thereof, happning contrary to the form and effect aforeſaid, ſhall be, ſtand, and continue to the ſaid E. and *A.* and to their Heirs and Aſſigns for ever clear and free diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid *R.* and *W.* or their Heirs, or by one of them, and his Heirs, from time to time, and at all times, ſufficiently ſaved harmleſs of, and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Titles, Fine, and Fines, for Alienation by theſe Preſents, Joyntures, Dowers, Amerciaments, Arrearages of Rents, and all other Incumbrances whatſoever, The chief Rents and Services to be due and payable to the chief Lord, or Lords of the Fee, or Fees of the Premiſſes, in reſpect of the Seigniory only, and all Eſtates and Grants made and granted for one, two or three lives of the Premiſſes, according to the cuſtome of the ſaid Mannors &c. And alſo one Leaſe &c. And alſo all Eſtates and Grants heretofore made and granted of the Cuſtomary and Copy-hold Lands, Tenements, and Hereditaments in *C.* aforeſaid, or of any part thereof, for term of one, two or three lives, upon all which Grants, Leaſes, and Eſtates, the old and ancient yearly Rents and Serviees, or more, have been reſerved; and from henceforth, during the ſeveral continuances in the ſaid Leaſes and *E*ſtates, to be due and payable to the Owner, and Owners of the Reverſion of the Premiſſes only except and fore-priſed. And further, The ſaid *R. J.* and *W. J.* covenant &c. that if it do fortune, that the ſaid Annuity, and yearly payment of 100 l. and every part thereof, be not well and truly contented and paid to the ſaid &c and to their Aſſigns, and to the Survivor of them, and to the Aſſigns of the Survivor of them, during the term &c. according to the tenor and purport of theſe Preſents, that then, and at the time of ſuch default made in payment thereof, or of any part thereof, and from thenceforth for ever, the ſaid Mannors and Premiſſes in *B.* &c. ſhall, or lawfully may be, and continue to the ſaid *E.* and *A.* and to their Heirs and Aſſigns, of the clear yearly value of &c. of old and antient Rent not inhaunced or improved, at any time or times, within the the term of 20 years now laſt paſt, over and above all Charges or Repriſes; and alſo that then, and from, and after the time of ſuch default made in the payment of the ſaid Annuity, or any part thereof, as is aforeſaid; and from henceforth for ever the ſaid Meſſuages, Lands, Tenements, and Hereditaments in *C.* &c. ſhall be of the yearly value of &c. and that the ſame Lands, Tenements, and Hereditaments in *C.* aforeſaid, now be let and leaſed for the yearly Rent of &c. and ſo the ſame ſhall be holden and framed during the continuance of the ſaid Leaſes. And further, That then, and for ever after the time of any ſuch default ſo happning in payment

That the premiſſes are free, or ſhall be ſaved harmleſs from Incumbrances.

The chief Rents and Cuſtomary or Copyho'd Eſtates excepted.

That if default be made in payment of the Annuity, the premiſſes ſhall continue for ever of the clear yearly vallue &c.

ment of the ſaid Annuity of 100 l. and any part thereof, as is aforeſaid: The ſaid *E.* and *A.* their Heirs, and Aſſigns, ſhall, or may lawfully have, hold, and enjoy the ſaid Mannors Meſſuages &c. by theſe preſents bargained &c. And then alſo from thenceforth ſhall or may lawfully have, take, perceive, receive and enjoy all and ſingular the Rents, Iſſues and Profits thereof, and every part thereof, to, and for the only commodity, uſe, and behoof of the ſaid *E.* and *A.* and of their Heirs and Aſſigns, for ever.

And the Grantees ſhall hold the ſame and and take the profits.

Here followeth an Article for delivery of the Evidence upon default.

Provided allwayes, that if the ſaid *R. I.* and *W. I.* their Heirs and Aſſigns, or any of them ſhall happen not to make true payment to the ſaid *E.* and *A.* and their Aſſigns, and to the Survivor of them and his Aſſigns of the ſaid Annuity, or yearly payment of &c. by, and during the term of the natural lives of the ſaid *E.* and *A.* and the life of the longer liver of them, according to the tenor and true meaning of theſe preſents, but ſhall make default in payment thereof, or of any part thereof, ſo that the ſaid *E.* and *A.* and their Aſſigns by reaſon of the ſaid default, ſhall, or lawfully may from thenceforth, poſſeſſe and hold the ſaid Mannors &c. and other the above bargained Premiſſes, and have, enjoy, perceive, and take, the Rents, Revenues, Iſſues, and profits thereof, according to the intent, purport, and true meaning above expreſſed and declared in theſe preſents, That then the ſaid Annuity, or yearly payment of a 100 l. by theſe preſents above bargained to the ſaid *E.* and *A.* his wife, ſhall ceaſe, determine, and be no longer paid.

A Covenant here followeth for making aſſurance, &c. of the Premiſſes, to be conveyed and made ſure to the ſaid *E.* and *A.* &c. and to their Heirs and Aſſigns according to the true meaning of theſe preſents, and upon the conditions therein contained, and not otherwiſe; ſo as the ſaid demiſe, aſſurance, or aſſurances extend not to take away or diminiſh ſuch intreſt and eſtate as the ſaid *R.* and *W.* have or either of them, or the Heirs and Aſſigns, of either of them, is, or are of right to have in the Premiſſes; And ſo alſo as the ſame extend not to take away, or to impair any ſuch Leaſe or intereſt for term of years, as the ſaid *R.* and *W.* or either of them, in the mean time ſhall have of the Grant and Demiſe of the ſaid *E.* and *A.* or either of them, nor any Rent, or profit which they are to have by reaſon of any ſuch Demiſe.

[**Here followeth a Covenant for making abſolute Aſſurance** after breach of payment of the Annuity **And then a Covenant on Mr. *S.*** his part for giving an Acquittance upon every payment of the ſaid Annuity made according to the tenor of this Indenture. [**In Witneſſe, &c.**

The Grantee to give Acquittances.

An Annuity ſettled by Fine and Recovery.

THis Indenture &c. between *A. W.* of *O.* in the County of *L.* Gent. on the one party, And *N. S.* of *C.* in the County of *M.* Gent. on the other party, Witneſſeth, That the ſaid *A. W.* for the conſideration of of the ſum of 500 l. of &c. in hand, at and before the enſealing and delivery of theſe preſents, paid by the ſaid *N. S.* whereof and wherewith the ſaid *A. W.* doth acknowledge himſelf fully ſatisfied, and paid, by theſe preſents Hath Covenanted and granted; and now by theſe preſents doth covenant and grant for him, his Heirs, Executors, Adminiſtrators and Aſſigns, to, and with, the ſaid *N. S.* his Heirs, Executors, Adminiſtrators, and Aſſigns and every of them, that the ſaid *A. W.* and his Heirs ſhall at the equal and indifferent coſts and charges in the Law of the ſaid *A. W.* and *N. S.* their Heirs and Aſſigns, before the end of *Trinity* Term next enſuing the date of theſe preſents acknowledge and levy one Fine, *Sur conuſaunce de droit come ceo que ill adde ſon done*, in due form of Law unto the ſaid *N. S.* and his Heirs of all that the Mannor of *C.* in the ſaid County of *L.* and of all the Lands, Tenements, with the Appurtenances of the ſaid *A. W.* in *C.* aforeſaid with Warrantie to the ſaid *N. S.* and his Heirs and Aſſigns againſt all perſons; Which ſaid Fine, hereafter to be levied in form aforeſaid, ſhall be to the uſe of the ſaid *N. S.* and his Heirs, to that end that a perfect Recovery may hereafter be had and ſuffered of the Premiſſes with double Voucher unto the uſes hereafter in theſe preſents expreſſed. And the ſaid *N. S.* for him, his Heirs, Executors, and Adminiſtrators doth Covenant and grant, to, and with, the ſaid *A. W.* his Heirs, Executors, and Aſſigns, by theſe preſents; That he the ſaid *N. S.* at the equal and indifferent coſts and charges in the Law of the ſaid *N. S.* and *A. W.* ſhall permit and ſuffer one *I. L.* Eſquire and *W. O.* Gent. immediatly or ſoon after the levying or Execution of the ſaid Fine to commence, perſue, and proſecute one Writ of (*Entry Sur diſſeiſin in le poſt*, againſt the ſaid *N. S.* of the ſaid Mannor, and other Premiſſes with the Appurtenances, unto which ſaid Writ of (*Entry Sur diſſeiſin in le poſt*) the ſaid *N. S.* either in his proper perſon or elſe by his Attorny or Attornies, lawfully authorized thereunto, ſhall with convenient ſpeed appear and vouch over to Warrant the ſaid *A. W.* who ſhall likewiſe preſently enter in to Warrant and vouch over the common Vouchee, which ſaid common Vouchee ſhall likewiſe enter in to Warrantize, and forthwith imparle and after imparlance ſhall depart from the ſaid Court, ſo that a perfect Recovery ſhall be had thereby according to ſuch order and form as in common Recoveries with voucher is uſed, and that the ſaid Recovery of the Premiſſes with the Appurtenances, hereafter to be had in form aforeſaid, ſhall be and enure. And the ſaid *I. L.* and *W. O.* and their Heirs, and all and every other perſon or perſons, which ſhall ſtand ſeiſed of the premiſſes, or

any

Conſideration.

Covenant to Levy a Fine.

With warranty to the uſe of the Grantee and his Heirs to the end a Recovery may be had.

A Covenant that the Grantee ſhall ſuffer a Recovery &c.

any part thereof after the ſaid Recovery ſhall ſtand, remaine, and be ſeiſed of the Premiſſes and every parcel of the ſame unto the uſes, behooſs, intents and purpoſes, hereafter in theſe preſents ſpecified, mentioned and declared, and to no other uſe, intent or purpoſe, That is to ſay, To the uſe of the ſaid *A. W.* his Heirs and Aſſigns, for and during ſo long time as the ſaid *A. W.* his Heirs and Aſſigns, ſhall and will, well and truly content, and pay or cauſe to be paid the ſum of 100*l.* of &c. yearly unto the ſaid *N. S.* and his Aſſigns or to any of them, in ſuch ſort, manner, and form as is hereafter expreſſed and declared; That is to ſay, at or upon the Feaſt of &c. of lawful *Engliſh* mony, at the *Royal Exchange* in *L.* in the place there commonly uſed and appointed for payment of mony, and at or upon &c. 40*l.* of like lawful mony of *England* at the ſame place: and ſo and from thenceforth on either of the ſaid Feaſt dayes, or within 6. weeks next after either of the Feaſt dayes, during the natural Life of the ſaid *N. S.* at the place aforeſaid. Provided alwayes, and it is upon conſideration and Agreement before recited, covenanted, condeſcended and agreed between the ſaid parties, That if the ſaid *N. S.* happen to dye within the ſpace of ſix years next enſuing the date of theſe Preſents, that then the Premiſſes with the Appurtenances, ſhall be to the uſe of the ſaid *A. W.* and his Heirs ſo long as the ſaid *A. W.* after the death of the ſaid *N. S.* ſhall well and truly content and pay or cauſe to be paid, yearly in ſuch ſort, manner, and form, as is aboveſaid for ſo much of the ſaid ſix years, as ſhall be at the time of the Death of the ſaid *N. S.* behind to come and unexpired, to ſuch perſon or perſons as he the ſaid *N. S.* by his laſt Will or Teſtament in writing, or any other Act or Deed in writing done and executed in his Life time, ſhall aſſigne or appoint to receive the ſame: So that the ſaid perſon ſo appointed, to have, and receive the ſame, do ſhew the hand and Seal of the the Maior of the City of the *L.* for the time then being, unto the ſaid *A. W.* his Heirs, Executors, or Aſſigns, teſtifying that he is the perſon to whom the ſaid *N. S.* hath given the ſaid mony: And after the end of the aforeſaid ſix years: That then the Premiſſes with the Appurtenances ſhall be unto the uſe of the ſaid *A. W.* his Heirs, ſo long as the ſaid *A. W.* his Heirs, or Aſſigns, ſhall well and truly pay or cauſe to be paid the ſaid Annuity at the Feaſt dayes, and place aforeſaid, in manner and form as aforeſaid to ſuch perſons as he the ſaid *N. S.* ſhall appoint by his laſt Will and Teſtament, in writing, or by any other Act or Deed in writing done, executed or made in the Life of the ſaid *N. S.* within ſix years next after the date of theſe preſents, for and during the Life of the ſaid perſon ſo aſſigned or appointed to receive the ſame, ſo that the ſaid perſon ſo appointed to have and receive the ſame, do ſhew the hand and Seal of the Maior of the City of *L.* for the time being, unto the ſaid *A. W.* his Heirs, or Aſſigns, teſtifying, that he is the perſon to whom the ſaid *N. S.* hath given the ſaid mony to have and receive, the ſame immediately after the death of the ſaid *N. S.* for and during the life of the ſaid perſon, if he ſhall over-live the ſaid *N. S.* Provided alwayes, and it is upon the Conſideration aforeſaid covenanted, concluded, and agreed between the

Which Recovery ſhall be to the uſe of the Grantor ſo long as he ſhall pay 100 l. per annum to the Grantee during his life.

Proviſo that if the Grantee dye within 6 years, the Grantor to pay the Annuity for ſo much of the time of ſix years, as did not run up in the life of the Grantee, to ſuch perſon as the Grantee by Will ſhall appoint.

And after the ſix years, for the life of ſuch other perſon as the Grantee by Will or Writing ſhall appoint.

Proviſo that if default be made in payment of the Annuity, that then the Grantor and all others ſhall ſtand ſeiſed to the uſe of the Grantee and his Heirs for ever.

the ſaid *A. W.* and the ſaid *N. S.* That if any default of payment of the ſaid yearly ſum of 100 l. or any part thereof ſhall be hereafter at any of the ſaid Feaſt-dayes, in which the ſame or any part thereof ought to be paid as aforeſaid, and that the ſaid yearly ſum or any part thereof, ſhall alſo by the ſpace of 10 weeks next and immediately following and enſuing any the foreſaid Feaſts or dayes, remain or be behind unconcented, unſatisfied, or unpaid; That then as well as the ſaid Recovery, as alſo the ſaid *A. W.* his Heirs and Aſſigns, and all and every other perſon or perſons, which after the ſaid Recovery ſhall ſtand to be ſeiſed of the Premiſſes or any parcel thereof, ſhall ſtand, continue, remaine and abide and be ſeiſed for evermore to the uſe of *N. S.* his Heirs, and Aſſigns for ever, and to no other intent, or purpoſe. Any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding.

Grantor Covenants.

To be lawfully ſeiſed.

And that the Reverſion is not in the King.

And, the ſaid *A. W.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant by theſe preſents to, and with the ſaid *N. S.* his Heirs, and Aſſigns, That he the ſaid *A. W.* now is and alſo at the knowledging and levying of the ſaid Fine, hereafter to be levied in form aforeſaid, ſhall be lawfully and rightfully ſeiſed of the ſaid Mannor, and other the Premiſſes with the Appurtenances either in Fee-ſimple or in Fee-tail general to his own only uſe, without any condition or limitation of uſe and uſes; and that the Reverſion or remainder of the Premiſſes, or of any parcel or member thereof now is not in the Kings Majeſtie. And further, The ſaid *A. W.* doth by theſe preſents covenant and grant to and with, and the ſaid *N. S.* his Heirs and Aſſigns that the ſaid Mannor and other the Premiſſes with the Appurtenances ſhall or may (if at any time hereafter the ſaid *A. W.* his Heirs or Aſſigns, do faile or make default of or in payment of the ſaid ſum of 100 l. contrary to the true meaning of theſe preſents, ſo that the uſe of the ſaid Mannor, and all and ſingular the other Premiſſes ſhall thereby be unto the uſe of the ſaid *N. S.* his Heirs and Aſſigns,) remaine, continue, and be for evermore freely and clearly acquited, exonerated and diſcharged, or otherwiſe upon reaſonable requeſt or demand hereafter to be made, well and ſufficiently ſaved and kept harmleſs, of and from all and ſingular former Bargains, Sales, Gifts, Grants, Fines, Feoffments, Alienations, Recovery, Joynture, Dowers, Statutes, Merchant, and of the Staple, Recognizances, Uſes, Wills, Intails, Leaſes, Judgements, Condemnations, Penſions, Arrearages of Rents, Fees, Annuities, Rent-charges, Rent-ſecke, and of, and from all other Charges and Incumbrances whatſoever. And, the ſaid *A. W.* doth further Covenant, and grant for him, his Heirs, Executors, and Adminiſtrators, to and with the ſaid *N. S.* his Heirs, and Aſſigns, by theſe preſents in manner and form following; That is to ſay, that if the ſaid yearly ſum of 100 l. be not hereafter well and truly contented and paid in manner and form as is in theſe preſents expreſſed, according to the purport, true intent, and meaning of theſe preſents; So that the uſe limited to the ſaid *A. W.* ſhall end, ceaſe, and determine; That then the ſaid *A. W.* his Heirs, Aſſigns, and all other perſon or perſons, any thing having, lawfully claiming or pretending to have, of, in, to, or out of, the Premiſſes

That the premiſſes are free from Incumbrances.

The Grantor (if default be made in payment, ſo that the uſe to him limited ſhall ceaſe) and all others ſhall make further Aſſurance.

miſſes or any part thereof any Eſtate, Right, Title, or Intereſt, ſhall upon reaſonable requeſt of the ſaid *N. S.* his Heirs and Aſſigns, at any time within five years after the end and determination of the uſe aforelimited or appointed to the ſaid *A. W.* his Heirs, or Aſſigns, do, make, knowledge, or ſuffer to be made, done, knowledged and executed all and every ſuch further Act or Acts, Deed or Deeds, for the further or more aſſuring and ſure making of the Premiſſes unto the ſaid *N. S.* his Heirs and Aſſigns, for ever, unto the uſe of the ſaid *N.* his Heirs or Aſſigns, be it by Recovery or Recoveries, with Vouchee or Vouchees, Deed, or Deeds, Inroled or not Inroled, Inrolement of theſe preſent Indenture, Fine, Feoffment, Releaſe or Confirmation with Warrantie againſt all perſons, or by all, every or any of the ſaid wayes or means, as ſhall be reaſonably deviſed or adviſed by the ſaid *N. S.* his Heirs or Aſſigns, or by his or their learned Councel in the Law, at the only Coſts and Charges in the Law, of the ſaid *N. S.* his Heirs or Aſſigns. And that the Premiſſes immediately from and after the determination, ending or ceaſing of the ſaid uſe limited to the ſaid *A. W.* his Heirs, and Aſſigns, of and in the premiſſes, ſhall be, remain and continue unto the ſaid *N. S.* his Heirs, Executors, and Aſſigns, for evermore, of the clear yearly value of 100 l. over and above all Charges and repriſes. In Witneſs, *&c.*

To continue for ever of the cleer yearly value of 100 *l. over and above all Charges.*

A clauſe in a Deed of Annuity whereby the Grantees are enabled to ſell the Diſtreſs, if it be not redeemed by a day.

A Clauſe to ſell a Diſtreſſe.

And the Grantor Covenanteth with the Grantees, *&c.* That if every ſuch Diſtreſs, and Diſtreſſes to be taken as aforeſaid, ſhall not from time to time ſo often as any ſuch ſhall be taken, be redeemed from the ſaid *R.* and *S.* and the Survivor of them their Executors or Aſſigns, within the ſpace of *&c.* next after the taking thereof, That then it ſhall, and may be lawful, to, and for the ſaid, *&c.* To make Sale of all, and every ſuch Diſtreſs and Diſtreſſes, as foreſaid, and thereof to have, levy, and enjoy the Arrearages of the ſaid yearly Rent and Payments of the pain and pains aforeſaid forfeited as aforeſaid, without any moleſtation, vexation, or impediment of any perſon, or perſons whatſoever.

A Covenant for giving an acquittance upon every payment of an Annuity.

A Covenant to give an Acquittance.

AND the ſaid *J. S.* and *A.* his Wife, for themſelves, their Executors *&c.* do covenant *&c.* that the ſaid *J.* and *A.* his wife, and their Aſſigns, upon receipt of every payment of the ſaid Annuity to them, or any of them hereafter to be made, according to the tenor and true meaning of theſe preſents, ſhall, and will, upon requeſt therefore to be made, deliver a Writing under their Hand and Seal, plainly teſtifying and reporting the ſame receipt and payment from time to time, ſo often as the ſaid *J.* or *A.* or their Aſſigns, ſhall receive any ſuch payment.

A Clauſe for putting one in poſſeſſion of an Annuity.

For giving Poſſeſſion.

AND the ſaid *J. H.* hath put the ſaid *I. I.* in full Poſſeſſion and Seiſin of the ſaid Annuity or yearly Rent of 40*l.* for, and during all the ſaid term of 21 years, well and truly to be paid, in form aforeſaid, at the enſealing and delivery of theſe Preſents; and in part thereof, did pay and deliver to the ſaid *I. I.* one Silver Groat of lawful *&c.* which the ſame *J.* hath received accordingly, and folded the ſame about the Label of that part of theſe preſents, which is ſealed with the Seal of the ſaid *J. H.*

Assignments.

An Indenture of Assignment where one having had a Lease Mortgaged unto him and forfeited, he now conveyeth the same back to the first Vendor; conditionally he pay a sum of Mony by a day. Note good Covenants in this Indenture.

THis Indenture &c. Between *J. J.* Citizen and Founder of *L.* on the one party, and *J. D.* of *E.* in the County *K.* Gentleman, on the other party; Witnesseth, That whereas Sir *H. C.* of *C.* in the County of *W.* Knight, by his Indenture of Lease, dated &c. did demise to the said *J. D* and his Assigns, for the term of 16. years, commencing at the Feast &c. then last past, for the yearly Rent of 16 *l.* of lawful &c. during the said term to be paid to the said Sir *H.* his Heirs and Assigns, all that the Scite of the Mansion place or dwelling house of his Mannor of *R. alias R.* in the County of *E.* Together with all Courts &c. and all Demesne Lands &c. to the said Scite &c. belonging, or in any wise appertaining, or at any time therefore had excepted &c. except as in the said Indenture is excepted. And whereas the said *J. D.* did heretofore make sale, and bargain, to the said *J. J.* of all the said Lease, Estate, and Interest of the said *J. D.* of, and in, the Premisses, for the assurance of payment of a certain sum of Mony by the said *J. D.* to have been paid to the said *J. J.* at a certain day now past: In the payment of which said sum, the said *J. D.* hath clearly made default, and yet hitherto hath not paid the same, or any part thereof to the said *J. J.* or to any other for his use: By reason whereof, the said *J. D.* hath clearly forfeited all his said Lease, Estate, Interest, and term of years, which be yet to come in the Premisses unto the said *J. J.* as by a former pair of Indentures thereof made heretofore between the said *J. D.* on the one party, and the said *J. J.* on the other party, bearing date &c. more at large and plainly will appear. By reason whereof the said *J. J.* now is lawfully possessed of the said Lease and other the Premisses, as of his own proper goods. Yet nevertheless, at the earnest desire and request of the said *J. D.* and upon, and under, the condition, that the said *J. D.* his Executors or Administrators, do pay or cause &c. to the said *J. J.* his certain Attorney, Executors or Administrators, the sum of &c. of lawful &c. on the 12. day of *D.* next &c. at &c. between the hours &c. of the said 12. day of *D.* next ensuing as aforesaid: The said *J. J.* hath granted, bargained, and sold, and by these presents so far as in him is, doth grant, bargain, sell, assign, and set over to the said *J. D.* for the only use of the said *J. D.* and of his Executors and Assigns, all the Lease, Interest, and term of years now to come

Recital.

Recital.

Forfeiture by non-payment.

Nevertheless further day given, and accordingly the assignment is made upon condition.

come, of, and in the ſaid Scite *&c.* and all other the Premiſſes above recited, in ſo large and ample manner, as the ſaid *J. J.* had the ſame, of the Grant, Bargain, Sale, and Aſſignment of the ſaid *J. D.* by the ſaid former Indenture above recited in theſe preſents. Provided alwayes, That if the ſaid *J. D.* his Executors, and Adminiſtrators do make default, and do not pay and cauſe *&c.* the ſaid ſum of *&c.* and every part thereof to the ſaid *J. J.* his certain Attorney, Executors, or Adminiſtrators, in manner and form as is above limited in, and by, theſe preſents; That then, and from thenceforth theſe preſents, and every thing in them contained or mentioned, for the benefit or behoof of the ſaid *J. D.* his Executors or Adminiſtrators, ſhall be as clearly and utterly fruſtrate and annihilated to all intents and purpoſes, as though the ſame had never been had nor made; Any thing in theſe preſents written or ſpecified, to the contrary thereof in any wiſe notwithſtanding. And, The ſaid *I. I.* covenanteth, *&c.* That the ſaid *I. D.* and his Aſſigns, by, and under the payment of the yearly Rent reſerved of the Premiſſes in the Original Leaſe firſt above recited in theſe preſents, and under the performance and fulfilling of the Covenants and Articles therein contained, to be payable and due to be done from henceforth, until the 12 day *&c.* next *&c.* ſhall or may without let or interruption of the ſaid *I. I.* his Executors or Aſſigns, hold and occupy the ſaid Scite *&c.* and other the Premiſſes, with their Appurtenances, until the ſaid 12. *&c.* And, The ſaid *I. D.* Covenanteth &c. in manner *&c.* That he the ſaid *J.* his Heirs or Aſſigns ſhall and will from time to time, until the ſaid 12. *&c.* yield and pay to the ſaid *H.* his Heirs and Aſſigns, or to his or their Bayliffs or Receivers, for the time being, all and every payment of the yearly Rent aforeſaid, for the Premiſſes by the ſaid Original Leaſe, within the ſpace of ten dayes, next after any ſuch payment ſhall be due. And for every ſuch ſeveral payment, ſhall take and receive of the ſaid *H.* his Bayliff or Receiver for the time being, one ſeveral acquittance; and every ſuch acquittance ſhall, and will deliver, or cauſe *&c.* to the ſaid *I. I.* at *&c.* within the ſpace of 20 dayes ſeverally, next after the time wherein any of the ſaid payments of the ſaid yearly Rent, ſhall be firſt payable by the true meaning of the ſaid former Original Indenture of Leaſe. And alſo, That the ſaid *J. D.* his Executors or Aſſigns, before the ſaid 12. *&c.* next *&c.* ſhall not do, procure, or ſuffer to be done, any act or thing, in, and upon the Premiſſes, or any part thereof, whereby the Eſtate, Right, or Intereſt thereof granted and conveyed to the ſaid *J. D.* by the ſaid origical Indenture of Leaſe, or any part of the ſame Right or Intereſt, of, or in the Premiſſes, or any part thereof, ſhall be impaired, hurt, or forfeited. And further, That if the ſaid *J. D.* his Executors and Adminiſtrators, do make default, and do not pay, or cauſe to be paid, the ſaid ſum of *&c.* and every part thereof, to the ſaid *I. I.* his Executors, Adminiſtrators, or Aſſigns, at the ſaid dwelling houſe *&c.* at ſuch time, and in ſuch manner and form, as for the payment thereof is above limited and appointed in theſe preſents; That then, and at all times during 3 months then next following, upon any reaſonable requeſt to be made by the ſaid *I. I.* his Executors, Adminiſtrators

Provided if default be made in payment, this aſſignment to be void.

To enjoy until default &c.

That the Rent ſhall be paid to the chief Landlord and Acquittance taken and delivered to the Aſſignee.

That the Aſſignor ſhall not prejudice the Eſtate granted by the Leaſe.

That if default be made in payment the Aſſignor to deliver poſſeſſion.

ſtrators, or Aſſigns, at the ſaid Manſion-houſe of the Manor of *R.* the ſaid *J. D.* his Executors or Aſſigns, ſhall and will peaceably and quietly yield and deliver the ſaid Manor, and all other the Premiſſes, with their Appurtenances, into the poſſeſſion of the ſaid *J. J.* his Executors or Aſſigns, without any manner of fraud, covin, or delay. Provided always, and the ſaid *J. J.* covenanteth *&c.* That if the ſaid *J. D.* his Executors or Adminiſtrators, do pay or cauſe to be paid the ſaid ſum of, *&c.* to the ſaid *J. J.* in ſuch manner and form as is above in theſe preſents therefore limited and appointed; That then, and at any time after, upon reaſonable requeſt, the ſaid *J. J.* his Executors, Adminiſtrators, and Aſſigns, ſhall, and will as well deliver, or cauſe to be delivered to the ſaid *J. D.* his Executors, or Adminiſtrators, the ſaid Original Indenture of Leaſe, whole, and uncancelled, and all former Conveyances and Bonds made concerning the ſame by the ſaid *J. D.* to the ſaid *J. J.* to be cancelled: As alſo ſhall upon like requeſt, and at the coſt and charges of the ſaid *J. D.* grant, releaſe, and re-aſſign, and convey the ſaid Scite of the ſaid *&c.* and all other the Premiſſes, and the ſaid original Leaſe, with warranty by covenant, diſcharge or ſaving harmleſs the ſame upon reaſonable requeſt, of, and from all former Grants, Alienations, Leaſes, and Bargains thereof, or of any part thereof, before that time made, or to be made by the ſaid *J. J.* or his Executors (except only ſuch Grant and Bargain as the ſaid *J. J.* hath thereof made to the ſaid *J. D.* by theſe preſents.) In Witneſs, *&c.*

That if the Money be paid, the Aſſignee ſhall deliver up the Original Leaſe.

And re-aſſigns.

An Aſſignment of Rent reſerved upon a Leaſe.

TO all Chriſtian people *&c.* [recite the Demiſe to the end of the *Reddendum*, and then] Know yee, That I the ſaid *H. F.* in conſideration *&c.* Have given, granted, aſſigned, and ſet over, and by theſe preſents *&c.* as well the Counterpain of the ſaid Indenture of Leaſe, under the hand and Seal of the ſaid *R. B.* and the ſaid yearly Rent of *&c.* and every part and parcel thereof, and all the Arrearages of the ſame, or any part thereof, as alſo all ſuch Eſtate, Right, Title, Intereſt, Reverſion, Term, and Demand, as I the ſaid *H. F.* have, may, might ſhould or ought to have, as well of, and in, the ſaid yearly Rent of *&c.* and every part and parcel thereof, and the Arrearages aforeſaid, by virtue of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe: As alſo of, in, or to the ſaid Meſſuages *&c.* and all other the Premiſſes, with their Appurtenances, by the ſaid Indenture demiſed; To have, levy, perceive and enjoy the ſaid yearly Rent of 6*l.* 13 *s.* 4*d.* and every part and parcel thereof, and all the Arrearages aforeſaid, together with the ſaid Counterpain of the Indenture aforeſaid, and alſo all the Eſtate *&c.* aforeſaid, and all other the Premiſſes to the ſaid *A. B.* his Executors, *&c.* to the purpoſe, *&c.* from the day of the date hereof, for, and during all the reſidue of the ſaid term of 21 years, and for, and during all further term

Recital.

Conſideration.

Aſſignment of the Rent.

and

and Intereſt of me the ſaid *H. F.* yet to come in the Premiſſes, or any part thereof, in like, and in as large, ample, and beneficial manner and form, to all intents and purpoſes, as I the ſaid *H. F.* or my Aſſigns ſhould, or might have done by force of the ſaid Indenture, or by any other wayes or means whatſoever. In Witneſſe *&c.*

An Aſſignment of a Leaſe of a Mannor of Rents reſerved upon under-Leaſes thereont made, and of Bonds and Covenants made to the Vendor.

Recital. THis Indenture *&c.* Between Sir *N.* of *L. &c.* on the the one party, and *W. F.* and *M.* of *L.* on the other party; Witneſſeth, That whereas *T. A.* Gent. Son and Heir of *T. A.* Gent. brother of the late *T. A.* L. Chancellor of *E.* by his Indenture of Leaſe bearing date the 23. day of *Aug. An.* 4 *Ed.* 6. did demiſe *&c.* to *T. B.* Gentleman, all that his Mannor of *W. F.* with the Appurtenances in County of *E.* which he the ſaid *T. A.* then had in reverſion, after the deceaſe of the Lady *E. A.* late wife of the above named L. *T. A.* then having the actual poſſeſſion of the ſaid Mannors; *To have and to hold*, all and ſingular the ſaid Mannors, with the Appurtenances unto the ſaid *T. B.* his Executors or Aſſigns, from the Feaſt of St. *Mich.* the Arch-Angel, immediately following next after the deceaſe of the afore named *E. A.* unto the end and term of 60. years from thence *&c.* yielding and paying therefore yearly unto the ſaid *T. A.* his Heirs and Aſſigns, 46 l. of *&c.* by the year, at two terms of the year: That is to ſay, at the Feaſts of the *Annunciation &c.* and *Recital.* St. *Michael &c.* by even portions, during the ſaid Term, As by the ſaid Indenture of Leaſe, *&c.* And whereas the ſaid *T. B.* by his Indenture dated 31 *Aug. predict. An.* 4 *predict.* did bargain, ſell, and ſet over unto Sir *G. N.* Knight, Father of the ſaid *N.* all his ſaid Indenture of Leaſe of the ſaid Mannor of *W. F.* with the Appurtenances, and all his Eſtate, Right, Title, Uſe, Intereſt, and term of years, which he then had to come, of, and in, the ſaid Mannor, and all other the Premiſſes, by virtue of the Indenture of Leaſe firſt in theſe preſents recited: *To have and to hold*, the ſaid Mannor, with the Appurtenances unto the ſaid Sir *G. N.* his Executors and Aſſigns, from the Feaſt of St. *M.* next and immediately following the deceaſe of the afore-named Lady *E. A.* unto the full end and term of all the years then to come, ſpecified, and compriſed in the ſaid former In- *Recital.* denture of Leaſe, as by the ſaid Indenture made of the Bargain, Sale, and Aſſignment aforeſaid, more at large may, and will appear. And whereas alſo the ſaid Sir *G. N.* by his Poll-Deed under his Seal, dated the 27. of *April*, *An.* 12 *R. R. Car.* 2. for, and towards the better maintenance and preferment in living of the ſaid Sir *N.* his Son, and for other reaſonable cauſes, him moving, did give, grant, aſſign, and ſet over unto the ſaid Sir *N.* his Eſtate, Right, Intereſt, and term of years, of, in, and to the ſaid

Mannor

Mannor of *W. F.* with all and ſingular his Members and Appurtenances; *To have*, hold, poſſeſs, and enjoy the ſaid Mannor, with all and ſingular the Appurtenances to the ſame belonging, to the ſaid *S.* his Executors and Aſſigns, from, and after the date of the ſaid Poll-Deed, during the reſidue of the ſaid term of &c. as by the ſaid Poll-Deed &c. The ſaid Sir *N.* for, and in conſideration of the Sum of 900 l. of lawful &c. whereof &c. *Conſideration.* Hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth wholly, clearly, and abſolutely bargain &c. to the ſaid *W. F.* all his Eſtate and term of years, of, and in the ſaid Mannor of *W. F.* with all and ſingular the Appurtenances, in the ſaid County of *E.* and the Right, Title, Intereſt, Reverſion, and Reverſions, Demand, and term of years whatſoever, which the ſaid *S.* hath, or may, or ought to have, in, or to the ſaid Mannor with the Appurtenances, and every, or any part or parcel thereof, and all Leaſes, Writings, Indentures, Bonds, Exemplifications, Court-Rolls, Rentals, Eſcripts, and Mynuments whatſoever, which the ſaid Sir *N.* hath, touching or concerning the ſaid Mannor, with the Appurtenances, or any part thereof, and all and ſingular Rents, and other Profits whatſoever, reſerved upon any Leaſe or Leaſes heretofore made of the Premiſſes, or any part thereof, with all the advantages, commodities, and benefits in Law whatſoever, which lawfully may be had, uſed, or taken upon any Covenants, Grants, or Agreements, contained in the ſaid Leaſes heretofore made of the Premiſſes, or any part thereof, either by the ſaid Sir *G. N.* or the ſaid *S. N.* and all and ſingular Bonds whatſoever, to them, or either of them, made for or touching the Premiſſes, or any part thereof; *To have and to hold*, and alſo to poſſeſs and enjoy the ſaid Mannor, with all and ſingular the Appurtenances, and all the ſaid Eſtate, Right, Title, Intereſt, Reverſion, Reverſions, Demand, and term of years, of the ſaid *S.* in, and to the ſame, and all the ſaid Leaſes, Writings, Indentures, Bonds, Exemplifications, Court-Rolls, Rentals, Eſcripts, and Mynuments, and all and ſingular the Rents and Profits aforeſaid, and all the advantages, commodities, and benefits aforeſaid, and all and every other the Premiſſes above-mentioned, to be bargained and ſold unto the ſaid *W. F.* his Executors, Adminiſtrators, and Aſſigns, by, and during all the reſidue of the ſaid term of 60. years, mentioned in the ſaid Original Indenture of Leaſe, and yet to come. *Habend.* And, The ſaid *S. N.* for him &c. Covenanteth &c. in manner and form &c. That the ſaid Conveyance made of the Premiſſes, from the ſaid *T. B.* to the ſaid *G. N.* and the ſaid Conveyance thereof made from the ſaid *S. G.* to the ſaid *S.* are good, lawful, and perfect Conveyances of the ſaid Mannor, and every part thereof, according to the purport and effect of the ſaid Conveyances: And that by virtue and force thereof, the ſaid *S.* at the enſealing of theſe preſents, hath lawful Right, Title, Intereſt, and Authority, to bargain, ſell, aſſign, and ſet over the Premiſſes, and every part thereof, to the ſaid *W. F.* his Executors and Aſſigns, according to the intent and true meaning of theſe preſents. And alſo, That the ſaid Mannors, with the Appurtenances, and all, and every other the ſaid Premiſſes, at the enſealing and delivery of theſe preſents, ſhall be, and from henceforth by, and during all the reſidue of the ſaid

Covenants. That the Original Conveyances are good and thereby he hath right to aſſign.

That the Premiſſes aſſigned are free from all Incumbrances.

said term of 60 years to come, shall stand and continue to the said *W.* his Executors and Assigns, clearly and freely discharged, or otherwise from time to time within convenient time, after notice and warning given, kept harmless by the said *S.* his Heirs, Executors, or Administrators, of, and from all & singular former Bargains, Sales, Leases, Forfeitures, Re-entries, Cause and Causes of Forfeiture, or Re-entry, Arrearages of Rents, Charges, Estates, Titles, and Incumbrances whatsoever, had, made, done, given, or caused by the said *S. G.* and *S.* or either of them, and by the means or procurement of them, or either of them, or any other person or persons, lawfully claiming in, by, or from them or any of them, The Rent Covenants, Conditions, Premisses, and Agreements specified in the said Original Leases, which on, and for, the party of the said *T. B.* and his Assigns, hereafter shall grow due to be paid and performed: And one Lease made by &c. by Indenture dated &c. unto &c. of the Capital place or chief Mansion of the said Mannor, and divers parts of the said Mannor, to hold to the said &c. and his Assigns, from the Feast &c. to the end &c. Upon which Lease there is reserved, and shall, or lawfully may be payable yearly during the continuance of the same Lease unto the said *W. F.* and his Assigns, the yearly Rent of 25 l. of lawful &c. And also the several Estates made to the several Copyholders of the said Mannor, according to the custom of the said Mannor; whereupon the old accustomed Rents and Services reserved yearly to be paid and done during the said Estates, according to the old custome of the said Mannor, alwaies fore-prised and excepted And also, the said *S. N.* for him &c. Covenanteth &c. That the said *W.* his Executors and Assigns, from henceforth shall, or may lawfully have, possess, and enjoy all the Right, Title, Interest, and term of years of the said *S. N.* of, in, and to the said Mannor, with the Appurtenances, and all other the Premisses, with the yearly Rents and Services before mentioned, according to the several Reservations of the same, without any let, disturbance, or vexation of the said *G.* and *S.* or either of them, or of any other person or persons, by the means, title, or procurement of them, or either of them, (except only as before in these presents is excepted:) And that the said Sir *G. N.* and *S. N.* and either of them, and the Executors and Administrators of them, and either of them shall, and will from time to time, agree, permit, and suffer, that the said *W.* his Executors, Administrators, and Assigns, at his, and their proper costs and charges, may by all and lawful means sue and prosecute all, and all manner of Actions, Suites, Processes, and Recoveries upon, or by reason of any Covenants, Grants, or Agreements, by any person, or persons heretofore made, either with the said Sir *G.* or *S.* by any Indenture, or Writing aforesaid, and upon, or by reason of any Bond, Statute, or Recognizance to them, or either of them, made for performance of the said Covenants, Grants, or Agreements, or any of them, touching the said Leases and Demises, or otherwise for any other cause touching the Premisses. And moreover, That the said Sir *G.* and *S.* their Executors, and Administrators, shall at all times allow and avow all and every the said Actions, Suits, Processes, and Recoveries in their or either

Except &c.

For quiet enjoyment.

And to sue for breach of Covenants.

To avow such suits.

either of their names to be had or prosecuted, at the only cost and charges of the said *W.* his Executors, Administrators or Assigns; And that all benefits and advantages coming or growing of, or by the said Actions, Suites, Processes, and Recoveries shall, and may be had and taken, and quietly enjoyed to the said *W.* his Executors, Administrators and Assigns, without let or impediment of the said Sir *G.* and *S.* or either of them, of, or by reason of any Act or thing to be done, knowledged, or procured by them, or either of them, without the consent of the said *W. F.* his Executors, Administrators. And further, that they the said Sir *G.* or the said *S.* or either of them, have not released or discharged any of the Bond, or Bonds, Obligations, or Recognizances, hereafter mentioned; that is to say, One Recognizance inrolled in the Court of *Chancery*, knowledged by the said *E. P.* and others, to the said *G. N.* touching the Covenants of the Lease aforesaid made *&c.* and one Obligation of *&c.* dated the *&c.* made by the said *&c.* And The said *W. F.* for him *&c.* covenanteth *&c.* That the said *W.* his Executors, Administrators, or Assigns, at, or upon reasonable request to them, or any of them in that behalf to be made by the said *T. A.* the Leasor aforesaid, or his Heirs, shall at the end of the said Term of 60 years, deliver, or cause to be delivered to the said *T. A.* his Heirs or Assigns, all such Evidences, Court-Rolls, Mynuments, Escripts, and Writings, as he the said *W.* his Executors or Assigns, have received, or shall receive of the said *S.* his Executors or Administrators, touching the Inheritance of the Premisses or any part thereof: And such Court-Rolls and Rentalls, as hereafter in the mean time shall be made or renewed, of the Premisses, or any part thereof, by the said *W.* his Executors, Administrators or Assigns, and with them at the end of the said term of 60 years, shall be in the custody of the said *W.* or his Assigns. In Witness *&c.*

And that the Assignee shall have the benefit.

Hath not discharged any Bonds &c.

The Assignee Covenants to deliver up the Writings &c. at the expiration of the term granted by the Original or Lease.

The Assignment of a Statue.

THis Indenture, &c. Witnesseth, That whereas *W. H.* &c. by a certain Statute, or Recognizance, bearing date &c. Recognised and Sealed before *R. C.* Kt. then *L. C.* Justice of *England* according to the form of the Statue late made and provided for the recovery of debts, became bound to the said *W. C.* in the sum of a 100 l. of lawful &c. payable as by the said Recognizance more plainly may appear, The said *W. C.* for divers good considerations him thereunto moving, doth by these presents fully and clearly Give, Grant, Alien, Assign, and set Over unto the said *R. S.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof for ever, the said Recognizance, and the debt, and duty therein contained, and all and every the execution, benefit, estate, and interest that may be had, obtained, or gotten by reason of the said Recognizance, or any Execution sued out, or to be sued out thereof: And the said *W. C.* doth by these presents, make, ordain, constitute,

Recital of the Statute

Consideration.

Assignment.

Letter of Attorney.

ſtitute, and put in the place and places of him the ſaid *W. C.* his Executors and Adminiſtrators, and of every of them the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, the true, lawful, and irrevocable Attorney and Attorneys of him the ſaid *W.* his Executors and Adminiſtrators, and of every of them, for him and them, and in his, & their Name or Names, To ask, levy, recover, and receive of the ſaid *W. H.* his Heirs, Executors, and Adminiſtrators, and every of them, the ſaid ſum of 100 l. contained in the ſaid Recognizance, and every part thereof, and alſo to ſue Execution of the ſaid Recognizance: And alſo the ſaid *W. C.* for him, his Executors and Adminiſtrators, doth by theſe preſents give power and authority to the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, for, and in the Name and Names of him the ſaid *R. C.* his Executors and Adminiſtrators, and every of them, to do, cauſe, and procure to be done, all and every Act, and Acts, Thing, and Things, that is, or are to be done, or that may be done, for, in, or about the ſuing out of Execution upon the ſaid Recogniſance, or for, or touching the obtaining or getting of the debt and duty therein contained, and every, or any part thereof, in as large ample and beneficial manner and form, as the ſame may be done, in, or by the Law. And, The ſaid *W. C.* Covenanteth *&c.* in form *&c.* That he the ſaid *W.* his Executors and Adminiſtrators, and every of them, ſhall, and will from time to time, and all times hereafter, without fraud, guile, deceit, let, or interruption, ſuffer the ſaid Letter of Attorney, and the power and authority given or limited by theſe preſents, to ſtand and continue in full ſtrength, force, and effect without any revocation, or diſannulling thereof, either directly, or indirectly; And that the ſaid *W. C.* or any other by his means conſent, authority at any time heretofore hath not done, or aſſented unto, and that he, his Executors, Adminiſtrators, or Aſſigns, or any other by his or their means, conſent, or procurement, ſhall not at any time or times hereafter without the conſent and agreement of the ſaid *R. S.* his Executors, Adminiſtrators, or Aſſigns, firſt thereunto to be had in Writing under his or their Hand and Seal, or Hands and Seals, do, or conſent unto any manner, act or acts, or things whatſoever, whereby, or by reaſon whereof the ſaid Recognizance or debt therein contained, or any part thereof, or any execution, ſuit, benefit, eſtate, or intereſt, that is, ſhall, or may be had or ſued upon, or by reaſon of the ſame Recognizance in any wiſe is ſhall, or may be made void, releaſed barred, diſcharged, hindred or incumbred, other then for one aſſignment over of the ſaid Statute, and a Letter of Attorney heretofore made by him the ſaid *W.* for the ſuing out of the Execution upon the ſaid Statute unto *R. C.* which is meant, mentioned, and intended not to be any breach of any Covenant, Grant, or Promiſe in theſe preſents to be contained. And that he the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall, or may by force of theſe preſents lawfully ask, levy, recover, receive, and enjoy the ſaid ſum of 100 l. and every parcel thereof, to his, and their own proper uſe and behoof, without lett or interruption of the ſaid *W. C.* his Executors, Adminiſtrators, or Aſſigns, or any of them, and without any account or other thing, of

And the Aſſignor doth give power to ſue.

Doth Covenant that the ſaid Letter of Attorney and Authority hereby given ſhall continue in force.

That he hath not nor will not Releaſe.

That the Aſſignee may lawfully recover to his own uſe.

or

or for the ſame, or any part thereof to be yielded, or demanded to, or by him or them, or any of them, And that all ſuits, extents, and executions, eſtate and intereſt, to be had or proſecuted, or obtained upon, or by reaſon of the ſaid Recogniſance, ſhall be, and may be, had, taken and enjoyed, to and by the ſaid *R. S.* his Executors, and Aſſigns, to his and their own proper uſe, benefit, and behoof, notwithſtanding any Act or Thing done, or to be done by him the ſaid *W.* his Executors, or Adminiſtrators (other then before in theſe preſents are excepted and fore-priſed.) And alſo that he the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and may from time to time, and at all times hereafter, at his, and their will, liberty, and pleaſure, and at his, and their coſts and charges in the Law, have, take, and ſue out all, and all manner of lawful Actions, Suits, Writs, Proceſſes, Executions, Petitions, and Demands whatſoever, by, and upon the ſaid Recognizance, in the name of him the ſaid *W.* his Executors, and Adminiſtrators, and every of them, againſt all and every perſon, and perſons whatſoever, chargeable, or to be charged, by force of the ſaid Recognizance, in any manner whatſoever. And further, That he the ſaid *W. C.* his Executors and Adminiſtrators, and every of them, ſhall, and will, at all times hereafter, and from time to time, and at the like coſts and charges of the ſaid *R. S.* his Executors, Adminiſtrators and Aſſigns, avow, juſtifie and maintain with effect, all and every ſuch Action, Suits, Writs, Proceſſes, Executions, and Demands whatſoever, which the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, or any of them, at any time hereafter ſhall have, or ſue out, in the name of him, the ſaid *W* his Executors and Adminiſtrators, or any of them, by, upon, or by reaſon of the ſaid Recognizance, without non-ſuing, diſavowing, diſcontinuing, withdrawing, or diſcharging of the ſame, or any of them, unleſs the ſame be by, and with, the ſpecial conſent and agreement of the ſaid *R. S.* his Executors or Adminiſtrators in that behalf firſt had, and obtained in Writing under his or their hand and Seal, or hands and Seals. And moreover, That the ſaid *W. C.* his Executors and Adminiſtrators, and every of them, upon any reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, and every of them ſhall, and will, make unto him, and them ſuch other further good and ſufficient Letter, or Letters of Attorney, Aſſurance and Aſſurances, as he, or they, or his or their Council, ſhall think meet and convenient for, or touching the ſaid Recognizance or any thing that ſhall, or may, be had or obtained by reaſon or means thereof, or of any Extent or Execution thereupon to be ſued: And, The ſaid *R. S.* covenateth &c. that if the ſaid *R. S.* at any time hereafter commence any ſuit againſt any perſon or perſons, for or concerning the ſaid Statute or Recognizance in name of the ſaid *W.* his Executors or Adminiſtrators, and ſhall happen in any of the ſaid ſuit or ſuits, to be non-ſuit or otherwiſe barred, or by any order, ſentence, or decree to be taken ſo that any coſts of ſuits or Damages or ſums of Mony or other recompence ſhall be adjudged, awarded, decreed or ordered againſt the ſaid *W.* his Executors or Aſſigns, in and upon the ſame without any willing act done

And in the name of the Aſſignor.

The Aſſignor ſhall avow &c.

To make other Letters of Attorney and further Aſſurance upon requeſt.

That if the Aſſignee be Non-ſuit, to ſave the Aſſignor harmleſs.

or to be done for that intent by the said *W.* his Executors or Administrators; That then the said his &c. shall and will bear and pay, or otherwise save harmless the said *W.* his Heirs Executors, and Administrators, of and from all such costs of suit, charges, sums of Mony, damages or other recompences as shall be in any such suit awarded, ordered, judged, or decreed, against the said *VV.* his Executors or Administrators for, or concerning the said statute or Recognizance, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

An Assignment of the Execution of a Statute after the Liberate *sued out.*

Recital of the Statute.

THis Indenture, *&c.* Between *T. H.* on the one party, and *E. C.* on the other party; Witnesseth, That whereas *J. VV.* the 20th. day of *Jan. Anno* &c. by one writing obligatory, bearing date the same day and time, knowledged and sealed before *&c.* according to the Statute lately provided for recovery of Debts, did knowledge himself to owe, and bind himself to pay to the said *T. H.* the sum *&c.* at the Feast *&c.* Of

Of the Execution and Liberate.

payment of which 10 l. the said *J.* yet hitherto hath made clear default, and by reason thereof the said *T. A.* hath sued Execution upon the said Writing Obligatory, and thereupon in due form of Law hath extended certain Houses, Buildings, Lands and Tenements, in *O.* in the County of *O.* of the yearly value of *&c.* whereof the said *J.* after the making and sealing of the said Writing Obligatory, was seised in his Demesne, as of Fee: All which said Houses *&c.* by virtue of the Kings Majesties Writ of Liberate bearing *Test. &c.* were delivered in Execution for the said debt to the said *T. H* on the 23d. day *&c. To hold* to him and his Assigns, as his Freehold, until the same debt with his costs and damages in that behalf sustained, thereupon should be fully satisfied, as by the Writ of the said Extent, and the writ of *Liberate* aforesaid, and by the return of the same Writs remaining of Record in the high Court of Chancery, more at

Assignment of the Statute.

large will appear: Now the said *T. H.* for a certain sum of Mony *&c.* hath alened, bargained, given, and granted, and by these presents doth alien *&c.* unto the said *E. C* and his Assigns, all the Interest, Right, Estate, Title, and Term whatsoever, which the said *T. H.* hath or ought to have, in or to the said houses *&c.* mentioned in the said Writ of Liberate, with all and singular their Appurtenances (Except only one parcel thereof extended, at the yearly value of *&c.* only *viz.* the Tenement in *G.* aforesaid, now or late in the Tenure or Occupation of &c.) And the said *T. H.* for the consideration aforesaid, doth by these presents give, grant, alien, bargain, and sell to the said *E. C.* as well all and singular Writings Minuments and specialities concerning the said Term, Estate and Interest, which the said *T. H.* hath in the Premisses; as also all the Issues, Rents, and

And all writings.

Profits Rising, Growing, and coming of all the said Houses, Buildings, Lands, and Tenements, mentioned in the said Writ of Liberate, (except only

only before excepted) ſince the ſaid 23d. day *&c.* until the time of the enſealing and delivery of theſe Preſents, **To have and to hold**, all the ſaid Houſes, Buildings, Lands, and Tenements, and all other the Premiſſes with their Appurtenances, and all the ſaid Eſtate and Intereſt, of the ſaid *T. H.* of and in the ſame (except before excepted) to the ſaid *E. C.* and his Aſſigns, for and during all ſuch Eſtate, Term and Intereſt, as the ſaid *T.* by force or virtue of the ſaid Writs of Extent and Liberate, and Execution of the ſame, and returns thereof, or otherwiſe, hath, or may or ought to have, in the above bargained Premiſſes now to come. **And** the ſaid *T.* Covenanteth, *&c.* that the ſaid Houſes *&c.* (except before excepted) now at the enſealing *&c.* ſtand and be, and from thence forth ſhall remain, continue, and abide unto the ſaid *C. &c.* clearly and freely exonerated, diſcharged *&c.* of and from all and ſingular former Bargains, Sales, Grants, Leaſes, Releaſes, Charges, and other Incumbrances whatſoever, by the ſaid *T.* heretofore made, done, or agreed unto, or by the ſame *T.* to be made or agreed unto at any time hereafter, contrary to the true meaning and intent of theſe Preſents, **In Witneſs** *&c.*

Habend.

Covenant againſt Incumbrances.

The Aſſignment of Recognizance.

THis Indenture *&c.* **Between** *J. L.* Gent. on the one party, and *S. M.* of *&c.* on the other party; **Witneſſeth, That whereas** *E. D.* of *K.* in the County of *L.* Eſquire, by one writing or Recognizance bearing date 25th. of *Jan. Anno*, 20. *R. R. Jac.* taken and knowledged before one of the Ordinary Maſters of his Majeſties high Court of Chancery, became bound unto the ſaid *J. L* in the ſum of 200*l.* of lawful *&c.* for the payment of 102*l.* 10*s.* of like Mony on the 26th. day of *A.* then next enſuing, as by the ſaid Writing or Recognizance, and the Condition thereof more plainly appeareth: **Which** ſaid ſum of 102*l.* 10*s.* was not paid, nor any parcel thereof was paid to the ſaid *J. L.* nor his Aſſigns at, nor before the 26th. day of *A.* nor at any time ſithence, by means whereof the ſaid Recognizance became, and now is, and ſtandeth abſolute without Condition, and in full force and ſtrength in the Law. **Now the ſaid** *J. L.* for certain good cauſes and conſiderations *&c.* hath aſſigned, made, ordained, and in his ſtead and place by theſe preſents, doth put and conſtitute the above named *S. M.* his true and lawful Attorny irrevocable, giving, and by theſe preſents granting unto the ſaid *S. M.* and his Aſſigns, full power and authority, by virtue hereof for him the ſaid *J. L.* his Executors, or Adminiſtrators, and in his or their name or names, and to the proper uſe and behoof of the ſaid *S. M.* to ask, levy, recover, receive, take up, and demand all that the ſaid ſum of 200*l* of lawful *&c.* mentioned and expreſſed in the ſaid Recognizance, and every parcel thereof: **And** for non-payment thereof, or any parcel thereof, to ſue Execution upon the ſaid Recognizance, and to obtain the moyety of the Lands, Tenements, and Hereditaments which were of the ſaid *E. D.*

Recital of the Recognizance.

Aſſignment of the Recognizance, and Letter of Attorny.

at the time of the knowledging of the ſaid Recognizance, or at any time ſithence: and alſo the ſaid *E. D.* his Heirs, Executors, or Adminiſtrators, for non-payment of the ſaid ſum or parcel thereof, to take and cauſe to be arreſted, and pleas and proceſſe againſt him or them, to commence, maintain, and defend; and of whatſoever in this behoof recovered or received Acquittances or other Diſcharges ſufficient for, and in the name of the ſaid *J. L.* his Executors, or Adminiſtrators to make, ſeal, and deliver, Attorneys one or more under him to appoint, and at his pleaſure to revoke the ſame again, and all and every other thing and things needful and requiſite in and about the Premiſſes or any parcel thereof, for and in the name or names of the ſaid *J. L.* his Executors, or Adminiſtrators, to do, make, execute, and accompliſh, as fully and effectually in any thing as he the ſaid *J. L.* his Executors or Adminiſtrators might or could do, if he or they were perſonally preſent. And alſo the ſaid *J. L.* by theſe preſents, doth ratify, confirm, approve, and allow, all and whatſoever the ſaid *S. M.* or his Aſſigns, ſhall do or cauſe to be done, in or about the Premiſſes or any parcel thereof in the name of the ſaid *J. D.* his Executors or Adminiſtrators by virtue of theſe preſents. And the ſaid *J. L.* for him *&c.* covenanteth *&c.* in manner &c. *viz.* That he the ſaid *J. L.* his Executors and Adminiſtrators and every of them ſhall and will from time to time, and at all times hereafter at the reaſonable requeſt, and coſts and charges in the Law of the ſaid *S. M.* his Executors, Adminiſtrators, and Aſſigns, ratifie, advow, juſtifie, and allow, all and every ſuch action and actions, ſuit and ſuits, plaints, proceſſes, Extents, Judgements, and Executions, as at any time and times hereafter ſhall be brought, obtained, procured, commenced, or gotten by the ſaid *S. M.* his Executors, Adminiſtrators, or Aſſigns, or any of them in the name or names of the ſaid *J. L.* his Executors, or Adminiſtrators, or any of them againſt the ſaid *E. D.* his Heirs, Executors, or Adminiſtrators or any of them, or againſt his or their or any of their Goods, Chattels, Lands, Tenements, or Hereditaments or any parcel thereof for the levying or recovering of the ſaid ſum of 200l. in the ſaid Writing or Recognizance mentioned, or of any parcel thereof without any Non-ſuit, Releaſe, Retraxit, Diſavowry, Diſcontinuance, or other wilful hindrance, or delay of the ſame Actions, Suits, Extents, Judgements, Executions, or any of them; except it ſhall be by and with the conſent of the ſaid *S. M.* his Executors or Aſſigns, thereunto firſt had and obtained in Writing: And alſo, that he the ſaid *J. L.* hath not at any time heretofore releaſed nor diſcharged, nor his Executors nor Adminiſtrators, ſhall or will at any time or times hereafter releaſe, or diſcharge the ſaid Writing, or Recognizance, or ſum of 200l. therein mentioned, nor any parcel thereof, unleſs it ſhall be by, and with the conſent of the ſaid *S. M.* his Executors and Aſſigns, thereunto firſt had and obtained in writing; And alſo, that the ſaid *S. M.* his Executors and Aſſigns, ſhall, or lawfully may, peaceably and quietly have, receive, take, and enjoy to his and their own proper uſe for ever the ſaid ſum of 200l. and the whole benefit, profit, commodity, and advantage, which at any time or times hereafter ſhall be obtained, recovered, and gotten upon,

Covenant that the Aſſignor ſhall juſtifie Actions &c.

And that he hath not, nor will not releaſe without conſent, &c.

That the Aſſignee ſhall have the money to his own uſe.

on, or by reaſon of, the ſaid Writing or Recognizance, or upon or by reaſon of any of the ſame Actions, Extents, Judgements, and Executions, to be had, brought or commenced upon the ſame without any lett, trouble, or interruption of the ſaid *J.* his Executors, and Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons, by his or their means; and without any account, or other thing to him, or any of them, to be therefore had, yielded, or made. And alſo the ſaid *J. L. Covenanteth &c.* That he the ſaid *J. L.* his Executors and Adminiſtrators, ſhall and will, at all times hereafter; and from time to time, at reaſonable requeſt, and coſts and charges of the ſaid *S.* his Executors, and Aſſigns, do, make, knowledge, and execute; and ſuffer to be done, made, knowledged, and executed; all and every ſuch further act and acts, thing and things, and deviſe and deviſes whatſoever, for the further, better, and perfecter aſſigning, conveying, and aſſuring of the Premiſſes, and every parcel thereof to the ſaid *G. M.* his Executors and Aſſigns, in form, and to the uſe aforeſaid, as by the ſaid *G. M.* his Executors, or Aſſigns; or his, or their Council Learned, ſhall be reaſonably deviſed, adviſed, or required. In Witneſs *&c.*

To do ſuch other Acts for further aſſigning as ſhall be required.

An Aſſignment of a Recognizance, for performance of Covenants.

THis Indenture *&c.* Between *V. B. &c.* on the one party; and *G. T. &c.* on the other party; Witneſſeth, That whereas *&c.* [reciting the Indenture.] And whereas alſo, the ſaid *J. C.* by his Recognizance, bearing date 1. *Aug. Anno* 14. *Regina Eliz.* doth ſtand bound to the ſaid *V.* in the ſum of 1000l. of lawful *&c.* for the performance of all and ſingular the Covenants, Grants, Articles, Clauſes, Sentences, and Agreements, ſpecified in the ſaid former Indenture, on the part of the ſaid *J. C.* his Heirs, Executors, Adminiſtrators, and Aſſigns, to be performed; As by the ſaid Recognizance remaining of Record, before our ſaid Soveraign Lord the King, in his Court at *Weſtminſter*, commonly called the Kings Bench, and the Condition thereof more plainly and at large may, and doth appear. Now the ſaid *V. B.* for very good and reaſonable conſiderations, him thereunto moving, hath granted, aſſigned, and ſet over unto the ſaid, *G. T.* his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Recognizance and ſum of Mony therein ſpecified; As alſo all and ſingular Forfeitures, Recoveries, Advantages, and Commodities whatſoever, which at any time, or times, can or may be lawfully had, or taken, by reaſon or means of the ſaid Recognizance, or of any Judgement thereupon given, or to be given, or of any execution thereof to be had. And, The ſaid *V. B.* for him *&c.* covenanteth *&c.* in form *&c.* That is to ſay, That he the ſaid *V.* his Executors and Adminiſtrators, and every of them, from henceforth from time to time, and at all times, ſhall, and will agree, permit, and ſuffer the ſaid *G. T.* his Executors, Adminiſtrators, Subſtitutes, and Aſſigns, at their own coſts and charges,

Recital of the Indenture.

Of the Recognizance.

Aſſignment of the Recognizance.

Covenant that the Aſſignee may ſue the Aſſignors Name.

charges, to sue and prosecute in the name and names of the said *V.* his Executors and Administrators, all and singular Writ, and Writs, Proces, Judgements, Recoveries, Extents, and Executions, which at any time can, or may be lawfully had, or pursued, for, or upon the said Recognizance, or any Judgement thereupon given, or to be given against the said *J. C.* his Heirs, Executors, Administrators, or Assigns; or against any other person, or persons whatsoever. And also, That he the said *V.* his Executors, Administrators, upon every reasonable request of the said *G. T.* his Executors, Administrators, or Assigns, and at the costs and charges of the said *G.* his Executors, or Administrators, shall, and will make, seal, and deliver to the said *G. T* his Heirs, Executors, Administrators, and Assigns, such Letter, and Letters of Attorney, for the suing of the said Recognizance, and recovery of the sum of mony therein specified, as at any time shall be needful. And also, at the like request, and costs and charges aforesaid, shall, and will avouch and allow, of all and every the said Suits Proces, and other the Premisses. And shall not wittingly at any time or times, do, or knowledge any act, or acts, thing, or things which shall hinder, let, or stay any of the said Suits, Proces, Judgements, Recoveries, Extents, or Executions aforesaid. And also, That the said *G. T.* his Executors, Administrators, and Assigns, may from time to time, have, hold, and enjoy to their own uses, all and singular such Goods, Chattels, Lands, Tenements, Rents, Reversions and Hereditaments, as shall be had or taken in Execution, upon, or by reason or virtue of the said Recognizance, or any Judgement thereof given, or to be given, and all other Advantages, Forfeitures, and Benefits, which at any time shall, or may be lawfully gotten, or recovered by means thereof, without any let, claim, disturbance, or impediment, by, or with the consent and will of the said *V.* his Executors, or Administrators, and without any account therefore, or for any part thereof, to be made, or to be given to the said *V.* his Executors or Administrators. And also, That after Execution shall be had of the said Recognizance, or of any Judgement thereof given or to be given; That, then at all times, during the space of two years then next following, the said *V.* his Executors & Administrators, upon every reasonable request to them made by the said *G. T.* his Executors, Administrators, or Assigns, and at the costs and charges of the said *G. T.* his Executors, Administrators, or Assigns, shall, and will grant, convey, and set over unto the said *G. T.* his Executors, Administrators, and Assigns, or to such other person, or persons, as the said *G.* his Executors, Administrators, or Assigns, shall name and appoint, all and singular such Goods, Chattles, Lands, Tenements, Rents, Reversions, and Hereditaments aforesaid, as shall be had, or taken in Execution as aforesaid, without retaining, or account requiring thereof, or of any part thereof, to the said *V.* his Executors or Administrators. And also, That the said *V.* heretofore hath not; And that he, his Executors, or Administrators, hereafter shall not release, acquit, or discharge the said *J. C.* his Heirs, Executors, Administrators, or Assigns, or any of his, or their Feoffors, or any of their Lands, Tenements, Goods, or Chattels, or any of their persons, of, or for any of the Covenants,

That the Assignor shall make such Letters of Attorney as shall be needful.

And avow Proces.

Not hinder Suits.

The Assignee to have the benefits of such Suits to his own use.

That within two years after recovery, the Assignor upon request shall further assigne what shall be taken in Execution.

That he hath not nor shall not Release &c.

nants, Articles, or Agreements, contained in the ſaid former Indenture; neither of, or for the ſaid Recognizance, or ſum of money therein ſpecified, or any part thereof; or any Proces, Extent, Judgement, or Execution therefore had, or ſued; or to be had or ſued without it be at, and by the ſpecial requeſt and agreement of the ſaid *J.* his Executors, Adminiſtrators, or Aſſigns, firſt therefore made, and given to the ſaid *V.* in writing, under his, or their Hands or ſeals. And alſo, That the ſaid *V.* his Executors and Adminiſtrators, and every of them, at any time hereafter at the requeſt, and coſts, and charges of the ſaid *G.* his Executors Adminiſtrators, or Aſſigns, ſhall, and will do, make, knowledge, and ſuffer, all, and every lawful and reaſonable act and acts, thing and things, in the Law, which ſhall be needful for the making void and diſcharging of the ſaid Recognizance, and ſuch Judgements and Executions as be, or ſhall be had, or given upon the ſame. And the ſaid *G. T.* covenanteth, *&c.* That he the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, at their own coſts and charges, from time to time, ſhall, and will ſave, and keep harmleſs the ſaid *V.* his Executors and Adminiſtrators, and every of them, of, and from all and ſingular ſuch Iſſues, Amerciaments, Fines, Coſts and Charges whatſoever as ſhall happen to be due, or payable, for, or by reaſon of any Writ, or Writs, Proces, or Judgements to be had, in any Suit to be attempted, for, and in the name of the ſaid *V.* his Executors, or Adminiſtrators, by the means or appointment of the ſaid *G. T.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, for, and about the ſaid Recognizance, or ſum of Mony therein ſpecified, or any part thereof. In Witneſs.

That the Aſſignor upon requeſt ſhall diſcharge &c.

That the Aſſignee ſhall keep the Aſſignor harmleſs againſt coſts &c.

An Aſſignment of a Statute.

This Indenture made *&c* Between *R. M.* Eſquire on the one party, and *J. G.* on the other party, Witneſſeth, whereas *W. B.* of *H.* by his Recognizance, or Writing Obligatory, bearing date the 25th. day of *July*, the 3 and 4 years of the Reign of *P.* and *M.* late King and Queen of *England* taken and knowledged before Sir *R. B.* Knight, then Lord chief Juſtice of the Common-Bench at *Weſtminſter*, according to the form of the Statute in that caſe made and provided, did become bound to the ſaid *R. M* in 200 Marks of lawful, *&c.* to have been paid now long ſince; as by the ſaid Recognizance appeareth. The ſaid *R. M.* for good and ſpecial cauſes and conſiderations him moving, hath given, granted and delivered, and by theſe preſents, doth clearly and abſolutely give and grant unto the ſaid *J. G.* the ſaid Recognizance, or Writing Obligatory, with all Forfeitures, Advantages, and Commodities thereof, or thereby to be had or taken. And alſo, The ſaid *R. M.* for him, his Heirs *&c.* covenanteth *&c.* in form *&c.* that is to ſay; That

Recital of the Statute.

Aſſignment thereof.

Covenant that the Statute is forfeited.

the ſaid Recognizance now is, and ſtandeth, clearly forfeited in the Law unto the ſaid *R. M.* And that he the ſaid *R. M.* his Executors and Adminiſtrators, and every of them, from henceforth ſhall and will permit, agree, and ſuffer, that the ſaid *J. G.* his Executors and Adminiſtrators, Subſtitutes, and Aſſigns, at their own coſts and charges, may from time to time, ſue, and proſecute in the name and names of the ſaid *R.* his Executors and Adminiſtrators, all, and all manner of Writ and Writs, Proces, Extents, Suits, Judgements, and Executions whatſoever, which may be lawfully had, ſued, or proſecuted, for, or by reaſon of, the ſaid Recognizance either againſt the ſaid *W. B* his Heirs, Executors and Adminiſtrators, or againſt any other perſon or perſons, their Goods, Chattels, Lands and Tenements, or any of them. And that alſo the ſaid *R. M* his Executors, and Adminiſtrators, ſhall, and will upon reaſonable requeſt, and at the coſts and charges aforeſaid, avouch and allow all, and every the ſaid Suits, Proces, and other the Premiſſes, and ſhall not wittingly at any time, or times, hinder, lett, or ſtay the ſaid *J. G.* his Executors, Adminiſtrators, Subſtitutes, or Aſſigns, to go forward and pervail in the ſame Suits and Proces, and other the Premiſſes, or in any of them. And that the ſaid *J. G.* his Executors, Adminiſtrators, and Aſſigns, may have, hold, take and enjoy to their own uſes, all, and ſingular ſuch Goods, Chattels, Lands, Tenements, as ſhall be delivered in Execution upon the ſaid Recognizance, or otherwiſe, by reaſon of the ſame. And all other benefits and advantages thereby, or by any means thereof, to be had or recovered, without any lett, or diſturbance of the ſaid *R. M* his Executors, or Adminiſtrators, and without any account thereof to be made, or given to the ſaid *R.* his Executors, or Adminiſtrators at any time. And, further, that when, and after ſuch time, as any Execution ſhall be had as aforeſaid, That then the ſaid *R. M* his Executors, and Adminiſtrators, and every of them, (upon any reaſonable requeſt, to them, or any of them therefore to be made) ſhall, and will, from time to time, Grant, Bargain, ſell, and ſet over unto the ſaid *J. G* his Executors, Adminiſtrators, or to ſuch other perſon or perſons, as the ſaid *J.* his Executors or Adminiſtrators ſhall in that behalf, name, and appoint, all ſuch Goods, Chattels, Lands, Tenements, and other profits whatſoever, as ſhall be ſo had and and delivered in Execution of the ſaid Recognizance, or otherwiſe as aforeſaid, to be had and enjoyed accordingly during the ſame Execution without any profit, or benefit to be retained, or account thereof to be made to the ſaid *R.* his Executors or Adminiſtrators in any wiſe. And moreover, that he the ſaid *R.* his Executors or Adminiſtrators hereafter ſhall not releaſe, acquit or diſcharge the ſame Recognizance, or ſum of mony aforeſaid, or any part thereof, or any manner of Writ, Proceſs, Suit, Judgement, or execution to be had, of, or for the ſaid Recogniſance, or ſum of mony, or any part of the ſame without the ſpecial Requeſt, Conſent, and Grant, of the ſaid *J.* his Executors or Adminiſtrators to be made and given to the ſaid *R.* his Executors or Adminiſtrators by Writing to be Signed and Sealed, with the hand or hands of the ſaid *J.* his Executors, or Adminiſtrators. And, The ſaid *J. G.* covenanteth, &c. That he

That the Aſſignee may ſue in the Aſſignors name.

That the Aſſignor ſhall allow ſuch Proces &c. and not hinder ſuits.

The Aſſignee to have the benefit to his own uſe.

That the Aſſignor &c ſhall further aſſigne what ſhall be taken in execution.

And ſhall not Releaſe without conſent &c.

the

the said *J.* his Executors, Administrators or Assigns, shall, and will, from time to time at their own costs and charges, bear, satisfie, and pay to our Soveraign Lord the King, and to his Officers, all and singular such Fines, Issues, Amerciaments and sums of Money whatsoever, as shall be due or payable, for, or by reason of all and singular Writs, Suits, or Process to be had or sued for, or upon the said Recognizance by the said *J.* his Executors, Administrators, or Assigns, in the name or names of the said *R.* his Executors or Administrators; Or else, that he the said *J. G.* his Executors, Administrators or Assigns, shall, and will, from time to time, and at all times well and sufficiently save and keep harmless the said *R.* his Heirs, Executors, and Administrators, and every of them, of, and from all and every the said Fines, Issues, Amerciaments, and sums of Mony aforesaid, and every part thereof, as well against our said Soveraign Lord the King, and his Officers aforesaid, as against all, and every other person or persons whatsoever. **In Witness** *&c.*

That the Assignee shall save harmless the Assignor against Costs.

An Assignment of a Lease in Reversion from His Majesty, well passed.

This Indenture made *&c.* **Between** *T. W. &c.* on the one party, and *R. M. &c.* on the other party, **Witnesseth, That whereas** our Soveraign *&c.* by his Graces Letters Patents under the Seal of his Majesties Court of Exchequer, dated, *&c.* hath Demised, and to Farm letten to one *R. B.* all that his Highness parcel of waste ground *&c. To have &c.* to the said *R. B. &c.* from the Feast of the *Annunciation, &c.* then last past, unto the end of the Term of 21. years, from thence, &c. yielding *&c.* as by the said Letters Patents *&c.* **And whereas** also our said Soveraign *&c.* by his Highness Letters Patents under the great Seal of *England*, bearing date at *W. &c.* for consideration in the same Letters Patents expressed, hath demised *&c.* to the said *T. W.* his Executors and Assigns, amongst other things, all that his parcel of waste grounds, *&c. To have, and to hold*, the said Lands, Tenement, *&c.* unto the said *T. W.* his Executors and Assigns, from the time that the said Letters Patents and Demise thereof to the said *R. B.* as aforesaid made by Expiration, Surrender, Forfeiture or Determination thereof, or by any other means whatsoever, first and next should happen to be void, ended, and determined, unto the end of the term of 30 years, from thence *&c.* yielding *&c.* as by, *&c.* **Now, this Indenture further witnesseth,** That the said *T. W.* for, and in consideration of a certain sum *&c.* whereof *&c.* hath bargained, sold, aliened, assigned, and set over, And by these Presents, *&c.* unto the said *R. M.* his Executors, Administrators, and Assigns, all the Interest, Estate, and Term of 30 years to him the said *T. W.* by the said Letters Patents granted, of, and in the said Lands *&c.* and of, and in all and singular other the Premisses, before in these presents recited, and to him the said *T. W.* by his said

Recital of the Letters Patents.

Of other Letters Patents.

Consideration. Assignment.

ſaid Letters Patents granted, as aforeſaid; and of, in, and to every part and parcel thereof with the Appurtenances; and alſo all the eſtate, right, title, intereſt, term of 30 years Reverſion, Claim and Demand whatſoever; which he the ſaid *T.* hath, or may, or ought to have, or claim, of, in, or to the ſaid Lands *&c.* and all and ſingular other the Premiſſes before in theſe preſents recited; and of, in, or to every part and parcel thereof, with the Appurtenances, by force and virtue of the ſaid Letters Patents, to him the ſaid *T.* granted as aforeſaid, or any thing therein contained; *To* ***have, and to hold*** the ſame Premiſſes, and all the ſaid Eſtate, Right, Title, Intereſt, term, of 30 years Reverſion, claim and demand whatſoever, of him the ſaid *T.W.* of in, and to the ſame premiſſes before recited; and of, in, and to every part and parcel thereof, with the Appurtenances (except before excepted) unto the ſaid *R.M.* his Executors or Aſſigns, in as large, ample, and beneficial manner and form, to all intents and purpoſes, as he the ſaid *T.W.* hath, or may, or ought to have and enjoy the ſame by force and virtue of the ſaid Letters Patents, to him the ſaid *T. W.* granted, as aforeſaid; or any thing therein contained. And the ſaid *T. W.* covenanteth *&c.* that he the ſaid *T.* his Executors or Adminiſtrators, ſhall, or will at all times hereafter; and from time to time, free, acquit, exonerate and diſcharge; or otherwiſe in convenient time after reaſonable requeſt, ſufficiently ſave and keep harmleſs the ſaid Premiſſes before in theſe preſents recited; and every part and parcel thereof, with the Appurtenances and the intereſt, eſtate and term of years thereof by the ſaid Letters Patents granted, of, and from all, and all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Charges, Titles, Troubles and Incumbrances whatſoever, had, made, committed, or done, by him the ſaid *T. W.* or by any perſon or perſons, by his aſſent, means, conſent, or procurement; The Rents, Covenants, Clauſes, Articles and Agreements in the ſaid Letters Patents reſerved and contained; which on the part and behalf of the ſaid *T. W.* his Executors or Adminiſtrators, from henceforth, for, or in reſpect of the Premiſſes, aſſigned, or granted by theſe preſents, are, or ought to be obſerved, performed, fulfilled, or kept, only excepted and fore-priſed. Of which ſaid Rents, Covenants Clauſes, Articles and Agreements, and every of them, the ſaid *R. M.* doth covenant, *&c.* at all times hereafter, and from time to time, to acquit, exonerate, and diſcharge; or otherwiſe ſufficiently ſave, or keep harmleſs the ſaid *T. W.* his Executors and Adminiſtrators againſt our ſaid Soveraign Lord, his Heirs and Succeſſors, Officers, and Aſſigns, and every of them. *In Witneſs, &c.*

Habend.

Covenant to ſave harmleſs from Incumbrances.

Except the Covenants to be performed on the Aſſignees part and Rent to be paid.

Which the Aſſignee doth Covenant to pay and perform.

An Aſſignment of a part of a Stock adventured in a Voyage for diſcovery of Cathaia.

Recital of a debt.

THis Indenture, &c. Between *M. L.* &c. on the one party, and *N.F.* on the other party, Witneſſeth, That whereas the ſaid *N. L.* is and ſtandeth indebted unto the ſaid *M.F.* in the ſum of 205*l.* of &c.

And

And alſo whereas the ſaid *N.* is engaged to other perſons, for the ſaid *M.* for the payment of 600 l. of like Mony, which the ſaid *M.* cannot yet ſatisfie or pay, as the ſame is, and ſhall be due and payable. And whereas the ſaid *M.* hath amongſt others a ſtock in Mony of 120l. and above, to a great value, as the ſaid *M.* affirmeth in the late Voyage, lately diſcovered by *M. F.* Eſquire, unto *Meta incognita*, and unto *Cathaia* and other Countries intended to be diſcovered in the North-weſt parts, which ſum of Mony, the ſaid *M.* cannot yet have out of the ſaid Voyage, and intended Diſcoveries, by reaſon that as yet no certain account is known, or can be made thereof: By means whereof, the ſaid *M.* is not able to ſatisfie his debts aforeſaid, as otherwiſe he would willingly do, and is, and ſtandeth bound to the ſaid *N.* to do. Therefore for better certainty and aſſurance to be made to the ſaid *N. F.* as well for the payment of the ſaid 205l. to the ſaid *N.* his certain Attorney, Executors, or Adminiſtrators, to be paid: As alſo for a due ſatisfaction and contentation to be made to the ſaid *M.* his Heirs, Executors, and Adminiſtrators, of, and for the ſaid ſum of 600 l. wherewith the ſaid *N.* is engaged for the ſaid *M.* to other perſons as aforeſaid. The ſaid *M. L.* hath given, granted, aſſigned, and ſet over, and by theſe preſents doth clearly give &c. unto the ſaid *N.* his Executors and Adminiſtrators, to, and for the only behoof and commodity of the ſame *M.* his Executors and Adminiſtrators, two parts of all the ſaid Stock of a 1200 l. which the ſaid *M.* hath in the ſaid Voyage to *Meta incognita*, and other the intended diſcoveries aforeſaid, the ſame being in 3 parts to be divided, and a rateable part, according to the ſaid ſum of 805l. of &c. of all, and all manner of Merchandize, Gains, Profits, Previledges, Liberties, Licenſes, and other Emoluments whatſoever, to the ſaid *M.* his Executors or Aſſigns, to be had, or to be gotten, or ariſe of, or for the ſaid Voyage to *Meta incognita*, and every, or any other Country, or Countries diſcovered, or to be diſcovered, towards the North weſt, as aforeſaid. And the ſaid *M. L.* for him &c. Covenanteth &c. That the ſaid *N.* his Heirs, Executors, Adminiſtrators, and Aſſigns, for the only uſe of the ſaid *N.* his Executors and Aſſigns for ever, ſhall, and may have, receive, and enjoy, out of the accounts of the ſaid Voyages from the ſaid Countries, all, and whatſoever, which upon the making of the ſame account ſhall rateable ariſe and grow, of, and for the Stock of 805 l. of &c. parcel and out of the adventure of the ſaid *M.* in the Voyage aforeſaid, without any lett, default, or impediment of, or by the ſaid *M.* his Heirs, Executors, Adminiſtrators, and Aſſigns, or of any other perſon which is, or ſhall be intituled by, or from the ſaid *M. L.* And that he the ſaid *M. L.* his Executors, and Adminiſtrators, at, and upon every reaſonable requeſt of the ſaid *N. F.* his Executors, Adminiſtrators or Aſſigns, ſhall, and will do, execute, and knowledge, all and every thing and things, which the ſaid *N.* his Executors or Adminiſtrators can, or may lawfully do, whereby the ſaid *N.* his Executors, Adminiſtrators, and Aſſigns, may the more readily have, get, and obtain the ſaid ſum of 805l. out of the Stock and Adventure of the ſaid *M.* which he hath in the Voyage aforeſaid, without any manner of Fraud or Covin. In Witneſs, &c.

Of an Ingagement for Mony
Of a Stock in a voyage.

The intent and reaſon of the Aſſignment.

The Aſſignment.

Covenant that the Aſſignee ſhall have all mony and profit &c. without Lett &c.

For further aſſurance.

An

An Assignment of an Obligation before the same be forfeited with good Covenants in such Case.

Assignment of the Obligation.

BE it known unto all men by these Presents, That *J. C.* Lord *M.* &c. for divers good and lawful Considerations, me thereunto moving, have given, granted, assigned, and set over; And by these presents, do clearly and absolutely give, grant, assign, and set over unto *J. L.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof, as well one Deed Obligatory, or Writing, bearing date the last of *Jan.* last &c. wherein *N. T.* and *C. N.* are bound, or mentioned to be bound to me the said Lord *M.* in the sum of four hundred pound of &c. with a Condition there under-written, for the payment of two hundred pound of like Mony, to be paid to me the said Lord *M.* mine Executors, or Assigns, in the Feast of the Purification &c. next &c. at the Chappel of the *R.* in *C.* Lane neer *L.* As also all the Right, Title, Action, and Demand of me the said Lord *M.* mine Executors and Administrators, in, and to, the said Deed Obligatory, and all sums of Mony therein, or in the Condition thereof contained or specified. *Letters of Attorney.* And also, I the said Lord *M.* for me, mine Executors and Administrators, do by these presents make, constitute, and put in my place the said *J. L.* his Executors and Assigns, my true and lawful Attorney and Attorneys irrevocable, for me and in my name, to ask, take, and demand, and receive the said sum of two hundred pound of such person or persons as shall tender payment thereof at the day, time, and place, expressed in the Condition of the said Obligation: And for default of payment of the same sum of two hundred pound or any part thereof; Then to ask, levy, recover, and receive the said sum of four hundred pound of, and upon, all and singular person and persons, and their Lands, Tenements, Goods, and Chattels, whatsoever chargeable or lyable, or to be chargeable or liable to, for, or with the satisfaction or payment thereof; Giving, and by these presents granting, to my said Attorney and Attorneys, my full Power, Right, Title, and Authority, all and singular the Premisses: And for me, and in my name to commence, and to sue, prosecute, and sue out, all and singular Actions, Suits, Remedies, Plaints, Pleas, Judgements, Executions, and Demands whatsoever, which I the said Lord *M.* my Executors or Administrators, have, or may have, upon, or by means of the said Obligation. And also, To acquit, compound for, and discharge the said Obligation, Attorney or Attorneys, one or more under him, or them, to substitute, and make,

make; And all other lawful Acts and Things to do and prosecute, in, for, and about, all and singular the Premisses, in as ample manner and form, as I the said Lord *M.* my Executors, or Administrators might, or could do in proper person; ratifying and confirming by these presents, all the acts and doings of my said Attorney and Attorneys, in and about, all and singular the Premisses. And, I the said Lord *M* do covenant *&c.* in form *&c.* That the said Writing, before in these presents recited, is the sufficient Deed in the Law of the said *N.* and *T.* And that the same Deed Obligatory, is not, nor hereafter shall not be discharged, exonerated, released, satisfied, or made void, except it shall be by, and with the express consent and agreement of the said *J. L.* his Executors, or Assigns, first thereunto had and obtained in Writing, under his or their Hands and Seals; And that without like consent or agreement of the said *J.* his Executors, or Assigns, the said sums of Mony, or either of them, or any part or parcel of them, or of either of them, shall not be paid, received, released, satisfied, acquitted, or discharged. And that any of the same sums of Mony, or any parcel of any of them, heretofore hath not been received, or discharged. And that any Action, Suit, Judgement or Execution, or any Petition, or Demand grown or arisen, or to grow or arise, of, by, or upon, or by reason or means of the said Obligation is not, nor shall not at any time hereafter be released, acquitted, discharged, or made void, without such consent or agreement as aforesaid, of the said *J. L.* his Executors, or Assigns. And, That I the said Lord *M.* my Executors and Administrators, from time to time, and at all times hereafter upon every reasonable request, and at the costs and charges in the Law of the said *J. L.* his Executors, or Assigns, shall and will avow, justifie, and maintain all such Actions, Suits, Petitions, and other attempts; As the said *J. L.* his Executors or Assigns, shall commence, prosecute, or take, in the name, or names of me the said Lord *M.* my Executors, or Administrators, for, and upon the said Deed Obligatory, for the recovery and obtaining of the said sum of 400 l. contained or specified in the said Deed Obligatory. And, That the said *J. L.* his Executors and Assigns, after the receipt or obtaining of the said sum of 200 l. or 400 l. or of any part or parcel of either of the same sums, shall and may to his and their own proper use and behoof for ever, have, hold, keep, retain, and enjoy the said sum and sums of mony, and every part thereof, without any account, or other thing thereof, or therefore to be yielded or answered to me the said Lord *M.* my Executors or Administrators, or any of us, in any wise. In Witness *&c.*

Covenants, That the Obligation is the Deed of the Obligor.

And is not satisfied or discharged, nor shall not without consent &c.

Nor any Action be released.

To avow Actions.

And the Assignee to have the Money to his own use.

An

An Assignment or Bargain of two Annuities granted to a man by Fine.

Recital of the Fine.

THis Indenture made &c. **Between** *W.G.* &c. on the one party, and *R.P.* &c. on the other party; **Witnesseth**, That whereas *W. H.* &c. and *M.* his Wife, by one Fine, sure Grant, and Renter levied before the Kings Majestie's Justices of his Common Bench at *Westminster*, in the Term of Saint *Mich.* in the 13th. year of his Highnes Raign; Between the said *W.* and *M.* Plaintiffs, and *J. F.* Esquire, and *B.* his Wife; the said *W.G.* and *E.* his Wife, Defforceants: The said *W.H.* and *M.* his Wife, did grant to the said *W.G.* a certain yearly Rent of 6l. going out of one Messuage, and one Shop, with the Appurtenances in *W.* in the Parish of &c. in the Tenure and Occupation of *R. P.* and the same in the said Court, did render to the said *W. G.* to have and perceive the said annual Rent of 6 l. to the said *W.G.* and his Heirs, at the Feasts of &c. by equal portions yearly to be paid. And if it happen the said yearly Rent of 6 l. or any part thereof, to be behind in part, or in all, after any Feast of the Feasts aforesaid, in the which it ought to be paid, by the space of 40 dayes, if it be asked; That then the said *W. H.* and *M.* and the Heirs of the same *W.* shall forfeit to the said *W. G.* and his Heirs, 10 s. in the name of a Pain, so often as the said yearly Rent of 6 l. or any parcel thereof shall be so behind. And that then and so often it shall be lawful to the said *W. G.* and his Heirs, into the said Messuage and Shop, with the Appurtenances, to enter and distrain, and the Distress so there taken, lawfully to lead, carry, and drive away, and with him to keep, until he shall be fully satisfied and paid, as well of the said yearly Rent of &c. with the arrerages thereof (if any shall be;) As also of the said 10 s. forfeited in the name of a Pain. **And** also, The said *VV. H.* and *M* did likewise grant by the same Fine to the said *VV. M.* one other yearly Rent of 6 l. 13 s. 4 d. going out of one Messuage and one Shop, with the Appurtenances in *VV.* in the said Parish of &c. in the Tenure or Occupation of *T. B.* And the same did render &c. to have &c. **And**, If it happen &c. a *Nomine pœnæ* of 10 s. &c. And a Distress &c. and also the said *VV. H.* and *M.* did grant to the above named *J. F.* and *B.* a certain yearly Rent of 8 l. going out of two Messuages, and three Shops, with the Appurtenances in *VV.* and *VV.* in the Parish of &c. in the several Tenures of &c. and the same to them did render in the said Court, *To have* &c. with forfeiture *Nomine pœnæ*, and a Distress *ut supra* &c. as by the said Fine, amongst other things therein contained, more plainly will appear. **Now**, The said *VV. G.* for, and in, consideration of the sum of &c. whereof &c. hath bargained and sold, and by these Presents doth bargain and sell to the said *R P.* and his Heirs for ever, all the said several yearly Rents issuing out of the said several Messuages and Shops aboveſaid; and all and every

And the Rent granted thereby with Nomine pœnæ and Distress.

Another Rent granted thereby,

With like remedy for gaining thereof.

Consideration. Assignment.

Of the Rents and remedies for non payment.

every the pain and pains to be forfeited for non-payment of the ſaid ſeveral yearly Rents, or any of them, and all the Eſtate, Right, Title, and Intereſt of the ſaid *W.G.* and his Heirs, of and in and to the ſaid yearly Rents and pains aforeſaid, and every of them; To have, hold, perceive, receive, and enjoy all and every the ſaid yearly Rents at the ſaid ſeveral Feaſts aboveſaid, as the ſame rents ſhall grow due and payable; and alſo the ſaid pain and pains to be forfeited for non-payment of the ſaid yearly rents, or any of them, as aboveſaid, unto the ſaid *R.* his Heirs and Aſſigns for ever, To, and for, the only uſe of the ſaid *R.* and of his Heirs and Aſſigns for ever. And, The ſaid *W.G.* doth Covenant *&c.* in form &c. That he the ſaid *W.G.* and his Heirs, ſhall, and will acquit, and diſcharge, or otherwiſe from time to time, ſave and keep harmleſs, as well the ſaid *R.* his Heirs and Aſſigns, as the ſaid ſeveral yearly rents, and every of them, of, and from all, and ſingular former bargains *&c.* had, made, done, or procured by the ſaid *W.* or by his conſent, knowledge, or procurement. And further, That he the ſaid *W.* and the ſaid *E.* his wife, and the Heirs of the ſame *W.* and all, and every other perſon and perſons, having, or which ſhall have, or lawfully claim to have, any former Eſtate, Right, Title, or Intereſt in, or to, the ſaid ſeveral years rents, or any of them, or any part of the ſaid ſeveral yearly rents by form, or under the eſtate of the ſaid *W.* from time to time upon reaſonable requeſt, within five years next coming, at the coſts and charges of the ſaid *R.* his Heirs or Aſſigns, ſhall, and will, do, make knowledge, and ſuffer, and cauſe *&c.* all and every ſuch further lawful and reaſonable act and acts, thing and things, for the further or more better Surety, aſſurance, and ſure making of the ſaid ſeveral yearly rents, and every of them, and the pain and pains to be forfeited, as aforeſaid, to be had, and made ſure to the ſaid *R.* his Heirs and Aſſigns, to his and their own uſe, and uſes for ever, as by the ſaid *R.* his *&c.* ſhall be lawfully and reaſonably deviſed, adviſed, and required. And further, That he the ſaid *R.* his Heirs and Aſſigns, from henceforth for ever, ſhall, or lawfully may have, take, receive, and enjoy the ſaid ſeveral yearly rents, and every of them, and all and every pain and pains which ſhall happen to be forfeited as aforeſaid, without any lett, trouble or interruption of the ſaid *W.* or his Heirs, and without any lawful Lett, Trouble, Interruption or Moleſtation of any other perſon or perſons, having, or which ſhall have any eſtate or intereſt, in, or to, the ſaid ſeveral yearly rents, or any of them, by, or from the ſaid *W. G.* or by or under his Eſtate or Intereſt. In Witneſs *&c.*

Habend.

Covenant to ſave from Incumbrances.

For further Aſſurance.

And quiet enjoying.

An

An Aſſignment of a Leaſe by him that hath the ſame in Mortgage before it be forfeited; alſo the Mony payable for the Redemption Aſſigned, and an Agreement, that the Leaſe ſhall remain with a third Perſon, till the Redemption or Forfeiture.

Recital of Letters Patents.

THis Indenture made *&c.* **Between** *A. M.* on the one party, and *H. G.* on the other party; **Witneſſeth, That whereas** our ſaid Soveraign *&c.* by his Highneſs Letters Patents, under the Seal of his Majeſtie's Court of Exchequer, bearing date *&c.* hath demiſed *&c.* to *C. C.* of *E.* in the County of *S.* Eſquire, all that his Herbage, Paſture, Feeding, and Paſturage, of, and in the Park called *E.* Park, in the County of *S. To have and to hold* &c, paying therefore yearly *&c.* As by the ſaid Letters Patents may at large appear. **And whereas** alſo our ſaid Soveraign *&c.* by other his Letters Patents, dated *&c.* did demiſe *&c.* to the ſaid *C.* &c. to have *&c.* yielding and paying *&c.* **And whereas** alſo the ſaid *C. C.* by his Indenture dated *&c.* hath bargained, ſold, aſſigned, and ſet over to the ſaid *A. M* his Executors and Aſſigns, to, and for his and their own uſe, as well the ſaid Herbage *&c.* As alſo all the Eſtate *&c.* which the ſaid *C. C.* had, could, might, or ought to have had, or lawfully might, or could claim to have had, of, in, or to the ſaid Herbage *&c.* by force, or virtue of the ſaid ſeveral Letters Patents, or either of them, together with the ſaid ſeveral Letters Patents. **By which Indenture it is provided,** That if the ſaid *C.* his Executors, Adminiſtrators, or Aſſigns, do well and truly pay, or cauſe *&c.* to the ſaid *A.* his certain Attorny, Executor or Adminiſtrator, at the Shop which the ſaid *A.* did then occupy, ſituate *&c.* the ſum of 220l. of *&c.* on the 15th. day of *M.* which ſhall be *&c.* according to the computation *&c.* That then, and from thenceforth, the ſaid Indenture, and the Bargain and Sale therein contained, ſhall be utterly void and of none effect, any thing to the contrary *&c.* As by the ſaid Indenture at large will appear. **Now the ſaid** *A. M.* for, and in conſideration of the ſum of *&c.* whereof *&c.* hath bargained, ſold, aliened, aſſigned, and ſet over: And by theſe preſents doth bargain, ſell *&c.* to the ſaid *H. G.* his Executors and Aſſigns, to, and for his and their own uſe, as well all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Reverſion, Condition, Term of years, Claim, and Demand, which the ſaid *A. M.* hath, can, or may, or ought to have, or [lawfully] can or may, or ought to have to, of, or in the ſaid Herbage *&c.* by force and virtue of the ſaid ſeveral Letters Patents, and Indentures above recited, or any of them: As alſo the ſame Letters Patents, and Indentures aforeſaid. **And it is** condeſcended, concluded, and agreed by, and between the ſaid parties to theſe preſent Indentures, for themſelves, their Executors, Adminiſtrators, and Aſſigns, and every of them by theſe Preſents, in manner and form following; That is to ſay, That the ſaid Letters Patents, and

Of other Letters Patents.

Of an Aſſignment thereof in Mortgage.

Of a Proviſo or Condition of Redemption.

Conſideration.

Aſſignment.

Agreement of the Parties.

and Indentures above mentioned, ſhall continue, and remain in the hands, cuſtody and poſſeſſion of *A. P. &c.* untill the ſaid 15th. day of *M.* which ſhall be *&c.* And alſo, that the ſaid *A. M.* his Executors, and Adminiſtrators ſhall agree and ſuffer, that the ſaid *H.* his Executors, Adminiſtrators, and Aſſigns, ſhall or may have, take and receive of the ſaid *C. C.* his Executors, Adminiſtrators, or Aſſigns, the ſaid ſum of 220 l. and every part thereof, if it ſhall be offered to be paid in form aforeſaid, and ſhall, and may retain, and enjoy the ſame to the only uſe and behoof of the ſaid *H. G.* his Executors, and Aſſigns, without any account thereof, or of any part thereof to the ſaid *A.* his Executors, or Adminiſtrators, to be made, or yielded. And, That then and at any time after, the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, ſhall, or may deliver, or cauſe *&c.* to the ſaid *C.* his Executors, Adminiſtrators, or Aſſigns, the ſaid ſeveral Letters Patents, and either them whole and uncancelled, and alſo the ſaid Indenture made to the ſaid *A. M.* to be cancelled. But if the ſaid *C. C.* his Executors, Adminiſtrators, and Aſſigns, ſhall make default, and do not pay, or cauſe *&c.* the ſaid ſum of *&c.* to the ſaid *A.* his certain Attorney, Executors or Adminiſtrators, at the place, and between the hours aforeſaid, according to the purport and true meaning of the *Proviſo* above in theſe preſents recited: That then or at any time after the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may deliver, or cauſe *&c.* to the ſaid *H.* his Executors, Adminiſtrators, or Aſſigns, the ſaid ſeveral Letters Patents, and Indenture above recited, whole and uncancelled, to be had, uſed, and enjoyed to the ſaid *H.* his Executors, Adminiſtrators, and Aſſigns, as his and their own proper Goods and Chattels for ever. And, The ſaid *A. M.* covenanteth &c. that the ſaid Herbage &c. are and be, and during the reſidue of the ſaid ſeveral terms of years, in the ſaid Letters Patents now to come, ſhall, or lawfully may be, continue, and remain to the ſaid *H.* his Executors, Adminiſtrators, and Aſſigns, clear and free diſcharged and acquitted, or otherwiſe at all times, upon reaſonable requeſt, ſhall be ſufficiently ſaved harmleſs by the ſaid *A.* his Executors, and Adminiſtrators, of, and from, all and ſingular former bargains, Sales, Grants, Leaſes, Surrenders, Eſtates, Titles, and Charges whatſoever, heretofore had, made, or done by the ſaid *A. M.* or by any other by his means, Title or Procurement. The yearly Rents, Covenants, Conditions, and Agreements, mentioned and expreſſed, in the ſaid ſeveral Letters Patents, on the part of the Leſſee therein named and of his Aſſigns, from the ſaid 15th. of *M. &c.* to grow due to be paid and performed, by force and virtue of the ſaid ſeveral Letters Patents; the Covenants, Articles, Conditions, and Agreements contained in the ſaid former Indenture, only excepted and foreprized. In Witneſs *&c.*

The Letters Patents ſhall remain in a third hand untill &c.

And that the Aſſignee may receive the Mortgage Money of the Mortgager.

The third perſon may and ſhall deliver up the Mortgage.

But if default be in payment then the third perſon to deliver to the Aſſignee.

Covenant Againſt Incumbrances.

Except the Rents and Covenants in the Letters Patents &c.

An Aſſignment of a Leaſe, where the ſame is bound for the mony to be for the ſame; And where there is exception made of ſome part of the Premiſſes Leaſed.

Recital of the Leaſe.

THis Indenture &c. Between *R. M.* &c. on the party; and *E. W.* &c. on the other party, Witneſſeth, That, whereas the Wardens and Comunalty of *G.* by their Indenture of Leaſe under their common Seal, dated &c. demiſed to the ſaid *R. M.* all that their Meſſuage or Tenement in *W.* &c. and all that Garden and Shed &c. in *J.* Gardens, in the Pariſh of St *G.* without *C.* Gate, To hold &c. yeilding for the ſame Meſſuage &c. 5 l. and for the ſaid Garden 8 s. at four terms &c. As, by the ſaid Indenture of Leaſe &c. *Conſideration and Aſſignment.* Now the ſaid *R. M.* for the conſiderations, and upon the Conditions hereafter in theſe preſents, expreſſed, doth bargain &c. to the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, to, and for the only and proper uſe and behoof of the ſaid *E.* and of his Executors, Adminiſtrators and Aſſigns, as well all the ſaid Eſtate, Right, Title, Intereſt and Term of years, which he hath yet to come, of, in, and to the ſaid Meſſuage, or Tenement, Shop, and other the Premiſſes, with the Appurtenances in *W.* aforeſaid, as alſo the Indenture of Leaſe thereof made as aforeſaid, alwaies ſaved and Excepted to the ſaid *R. M.* his Executors, Adminiſtrators, and Aſſigns, all the ſaid Garden &c. and all the Eſtate, Term, and Intereſt aforeſaid, therein yet to come, ſo fully, wholly, and entirely, as if theſe preſents had never been, had, or made. *Excepted.* And The ſaid *R. M.* for him &c. covenanteth &c. For diſcharge of Incumbrances done by him &c. *Covenant againſt Incumbrances.* For, and in conſideration of which ſaid Bargain, Sale, Aſſignment, and Covenant, by theſe preſents, made, by, and from, the ſaid *R.* to the ſaid *E.* as aforeſaid, the ſaid *E.* hath not only paid to the ſaid *R.* at the enſealing and delivery of theſe preſents, the ſum of 50 l. of &c. of which 5 l. the ſaid *R.* acknowlegeth the receipt by theſe preſents. *For payment of the Morigage Money.* But alſo, the ſaid *E.* for him, his Heirs &c. covenanteth with the ſaid *R.* &c. That he the ſaid *E.* his Executors, or Aſſigns, ſhall, and will, well and truly pay, or cauſe &c. to the ſaid *R.* &c. the ſum of 450 l. of &c. at the now Manſion-houſe of the ſaid *R.* &c. in manner following; *viz.* On the 25th. of *M.* 50 l. thereof, and on the 29. of *S.* 1663. other 50 l. thereof; And ſo from thenceforward, from half year to half year, on every 25th. of *M.* 50 l. and on every 29th. of *S.* other 50 l. as the ſame dayes from thenceforth ſhall next come, and enſue one another, until the ſaid ſum of 450 l. by ſuch payments as aforeſaid, ſhall be unto the ſaid *R. M.* his Executors, or Adminiſtrators, fully paid. *The Mortgagee upon receipt to give Acquittances.* And, The ſaid *R. M.* doth covenant &c. to deliver, or cauſe &c. a lawfull and ſufficient Acquittance, upon the receipt of each and every ſum aforementioned, teſtifying the receipt and payment of the ſame ſum ſo paid

paid. Provided alwayes, and it is especially covenanted, concluded, and agreed, by, and between the said parties to these presents, for them &c. That it shall, and may be lawful to, and for, the said *R. M.* his Executors, Administrators, and every of them, to retain and keep, in his, and their own hands; and custody, the said Indenture of Lease, until the said *E.* his Executors &c. shall have made full payment and satisfaction to the said *R.* &c. of the said sum of &c. and every part thereof. Provided also, and it is condicioned and agreed, by, and between, the said parties to these presents. And, The said *E.* covenanteth &c. that if the said *E.* his &c. do not at the said Mansion-house of &c. at, or before the 25th. of *M.* which &c. 1663. fully and wholly satisfie, content, and pay; or cause &c. to the said *R.* his &c. the said sum of 450l. and every part thereof; that then and from thenceforth these presents, and the Bargain, Sale, Assignment, and Conveyance thereby made, and all and every the Covenants, Grants, and Agreements in these presents contained, on the part and behalf of the said *R.* his Executors, or Administrators, to be performed, shall be void &c. And that then a Re-entry &c. And The said *E.* covenanteth &c. that he the said E. his Executors, Administrators, or Assigns, at his and their own proper costs and charges at all times from henceforth, and from time to time, until the said 25th. of *M.* &c. shall and will well and truly, and in due and convenient time and times, according to the tenor and limitation of the said Indenture of Lease, pay the said yearly Rent of 6l. which for the said Messuage &c. in *W.* aforesaid, shall become due to be paid, by virtue of the said Indenture of Lease, and also well and truly, and duely accomplish, observe, do, and perform, all other the Covenants, Grants, and Agreements in the said Indenture of Lease contained and specified, which for, by reason or in respect of the said Messuage &c. in *W.* aforesaid, or any part thereof, on the part and behalf of the said *R.* his Executors, Administrators, or Assigns, or any of them, are, or ought, or shall be due to be done or performed, for, and in such sort that no forfeiture in the mean time shall grow, or be occasioned, or made of the said Lease and term of years, or any part thereof for, or in, default of payment of the said yearly Rent of 6l. or any part thereof, or for, or by reason of the non-performance of said Covenants &c. or any of them, or by reason or means of any Act or thing whatsoever hereafter to be made, done or caused, or omitted, or left undone, by the said *E.* his Executors, Administrators, or Assigns, or any of them, or any other person, or persons, by his, or their means, consent, or procurement. And also, that if the said *E.* his Executors, Administrators, or Assigns, do make payment to the said *R.* his Executors or Administrators, of the said sum of 450l. and every part thereof, at, or before, the said 25th. of *M.* That then and from thenceforth the said E. his Executors, Administrators, and Assigns, shall and will from time to time, and at all times hereafter, during the residue of the said term of 28. then to be to come and unexpired, sufficiently save and keep harmless the said *R M.* his Executors and Administrators, and every of them, against the said Wardens and Communalty, and their Successors, of, for, and concerning

To detain the Original Lease until the whole Money be paid.

In Case of default these presents to be void, and a Re-entry.

Covenant to pay the Rent Originally reserved, and perform the Covenants in the Original Lease until the day of payment of the Morigage Money.

That if the Money be paid &c. then the Assignee to save the Assignor harmless against the Original Lessors.

cerning all and singular the said Rents, Covenants, Grants, Articles, and Agreements, in the said Indenture of Lease reserved and specified thereafter, for, or in respect of the said Messuage or Tenement &c. in *W.* aforesaid, on the part of the said *R.* his Executors or Administrators, or Assigns, or any of them, to grow due to be paid, done, or performed, by virtue or means of the said Indenture of Lease. And, The said *R. M.* covenanteth &c. that if, at, or before the said 25th. of *M.* &c. the said *E.* his &c. shall have made full and true payment or lawful tender the said *R.* his Executors, or Administrators, of the said sum of &c. That then after such full payment had and made of the said sum of &c. upon any reasonable request of the said *E.* his &c be the said *R.* his Executors, or Admin strators, shall and will deliver, or cause &c. to the said *E.* &c. at the said house &c. the said Original Indenture of Lease, under the common Seal aforesaid, safe, whole, uncancelled, and undefaced. And, The said *E. W.* covenanteth &c. That if, by and and according to the tenor of these presents, the said Indenture of Lease shall be by the said *R.* &c. delivered to the said *E.* his &c. as aforesaid, that then he the said E. his Executors, Administrators, or Assigns, from time to time, and at all times, after the receipt by him, or them, of the said Indenture of Lease, shall and will within convenient time after request, in any Court within the City of *L.* or County of *M.* shew the said Indenture of Lease, under the common Seal aforesaid, in full strength, force, and effect, and suffer the same to be openly read, and seen in the custody of the said *E.* his &c. for the maintenance and defence of the Title and Interest of the said *R.* his &c. in, and to the Garden and Shed, so often as it shall happen to be needful, during the said term of &c. by reason of any controversie which shall arise in Law, for or concern ng the Title thereof. In Witnesse &c.

Upon payment to deliver up the Original Lease.

To shew the same forth in Court for defence of the Assignors title &c.

An Assignment (by a Executor of an Executor) of Land holden by Extent upon a Statute.

Recital of the Statute.

THis Indenture &c. Between *T. B.* &c. Executor of the last Will and Testament of *F. T.* widdow deceased, Executrix of the Testament and last Will of *J. T.* her Husband late Citizen and *M.* of *L.* also deceased, on the one party, and *E. B.* &c. on the other party, Witnesseth; That whereas *R. G.* and *O. G.* of *L.* the first day of *A.* before *R. C.* Kt. deceased, then his Majesties Chief Justice, Assigned for Pleas before his Highness, to be holden, did acknowledge themselves to owe to the above named *J. T.* 600 l. which they ought to have paid to the said *J.* the first day of *M.* then next following, and of the payment thereof, then and yet hitherto have made full and clear default. By reason whereof the said *T. B.* hath procured his Majesties Writ of Extent, out of his High Court of Chancery, directed to the Sheriffs of *L.* and by virtue thereof the said Sheriffs have found by an Inquisition in due form of Law taken before them, and in like due manner and form returned,

And the Extent thereupon.

That

That the said *R.* and *O.* at the time of the acknowledging of the Recognizance aforesaid, were seized in their Demesne as of Fee, of, and in one Messuage or Tenement, with the Appurtenances, commonly called the *C.* and *F.* Scituate in the Parish of St. *B.* in the Ward of *C. L.* late in the Tenure or Occupation of *G. F.* Grocer; which said Messuage or Tenement, with the Appurtenances, by virtue of the Writ aforesaid, was extended to the clear yearly value of 13 l. 6 s. 8 d. of lawful &c. beyond all Reprises. And was seized into the hands of our said Soveraign Lord the King, to be delivered into the hands of the said *T. B.* until he should be fully satisfied of the said 600 l. according to the form and effect of an Act in that Case made and provided. And whereas sithence, that is to say, on the 26th. day of *N.* now last past, the said Messuage, with the Appurtenances, was delivered to the said *T. B.* in Execution for the said 600 l. according to the form and effect of the said Statute by the Kings Writ of Liberate, bearing Test at *Westminster* the 26th. day of *N.* now also last past, to hold to him and his Assigns, as his Free-hold, until the same debt of 600 l. with his costs and damages in that behalf sustained thereupon should be fully satisfied; as by the Writ of the said Extent, and the Writs of *Liberate* aforesaid; and by the virtue of the same Writs remaining of Record in the High Court of *Chancery* more at large will appear. Now the said *T. B.* for, and in consideration of the sum of 185 l. whereof &c. hath aliened, bargained and sold; and by these Presents doth alien, bargain and sell unto the said *E. B.* his Executors and Assigns, all the Execution, Interest, Right, Estate, and Title whatsoever, which the said *T. B.* hath, or ought to have, of, in, and to the said Messuage with the Appurtenances, and every part thereof; To have and to hold the said Messuage with the Appurtenances, and all the said Execution, Right, Title, and Interest of the said *T. B.* of, in, and to the same, to the said *E. B.* his Executors and Assigns, for, and during all such Estate, Right and Title, as the same *T.* hath, may, or ought to have in the above bargained Premisses now to come, by force or virtue of the said Writs of Extent and *Liberate*, and the Execution and Returns of the same. And, The said *T. B.* covenanteth, &c. That the said Messuage or Tenement, with the Appurtenances, at the Ensealing and Delivery of these Presents, is, and standeth, and so shall continue and abide to the said *E.* his Executors and Assigns, clear and free discharged and acquitted; or otherwise, upon reasonable request, sufficiently saved harmless by the said *T.* his Executors and Administrators, of, and from all and singular former Bargains, Sales, Grants, Leases, Releases, Charges, and other incumbrances whatsoever made, done, or committed by said the *T. B.* or hereafter to be made done, or procured by the same *T.* his Executors, Administrators, or Assigns, contrary to the intent and true meaning of these Presents. In Witness &c.

And Liberate.

Consideration. Assignment.

Habend.

Covenant against Incumbrances.

An Assignment of divers debts expressed in a Schedule in consideration of a sum of Mony to be paid by the Assignee to the Assignor; where for better security of payment of the consideration-mony the Assignee is bound to make the Assignor his Executor.

THis Indenture &c. Between *G. S. &c.* on the one party, and *J. H.* the younger, late servant to the said *G.* on the other party; *Consideration.* Witnesseth, That the said *G. S.* upon the good confidence and trust, that he the said *G.* hath, and reposeth in the said *J. H.* And for the better preferment and credit, and especially that the said *J. H.* his Executors, Administrators, or Assigns, shall well and truly pay, or cause to be paid to the said *G.* his Executors and Administrators, or to one of them at the now Mansion *&c.* the sum of 3500*l. &c.* in manner *&c.* *Assignment.* Hath assigned, consigned, transferred, and set over; And by these Presents doth *&c.* unto the said *J. H.* his Executors, Administrators and Assigns to, and for his, and their own use, all and singular, the debts duties, and demands mentioned and expressed in the Schedule indented, hereunto annexed; giving and granting to the said *J. H.* his Executors, Administrators, and Assigns, such power, authority, interest, and commission, to demand, ask, sue for, and recover, the same and every part thereof, to the use of him the said *J. H.* his Executors, Administrators, and Assigns, as the said *G. S.* and his Executors, have, shall, may, or might have had, if these Consignations had not been made. *Covenant to justifie actions brought for debts in the Assignors Name.* And the said *G. S.* for him *&c.* covenanteth *&c.* in form *&c.* That he the said *G. S.* his Executors, and Administrators, shall and will from time to time and at all times hereafter, upon reasonable request, and at the costs and charges of the said *J. H.* his Executors and Administrators, or any of them, advow, justifie, and maintain, all and singular lawful Actions, Suits, Pleas, Processes, Judgements, and Executions to be had, brought, pursued, or taken, in the name or names of the said *G.* his Executors, or Administrators, against the persons named and specified in the said Schedule, or any of them, of, and for their several Debt, or *That the Assignors neither hath, or shall release the debts without assent.* Debts, mentioned to be owing in the same Schedule; And that the said *G.* hath not at any time heretofore released, discharged, or acquitted the said persons, or any of them, of or for, the said Debts, or any part thereof, neither he the said *G.* his Executors, or Administrators at any time hereafter shall or will release, acquit, or discharge the same persons, or any of them, of, or for, the same Debts or any of them, without it be by the special assent, consent, or agreement of the said *J.* his Executors, or Administrators: And that he the said *G.* hath not, neither he the same *G.* his Executors, or Administrators, at any time hereafter, will wittingly or willingly, do any act or acts, thing or things whatsoever, which shall or may be prejudicial or hurtful to the obtaining or recovering of the Debts or *That the Assignee shall have the Debts to his own use.* sums of mony, mentioned and expressed in the said Schedule, or any part or parcel thereof. And that he the said *J. H.* and his Executors, shall or

may

may have, retain, and enjoy the ſaid Debts mentioned in the ſaid Schedule to his own proper uſe and behoof, without any reckoning or account to be had, demanded or required by the ſaid *G. S.* his Executors or Aſſigns. Provided nevertheleſs, That if the ſaid *G.* his Executors, Adminiſtrators, Servants, or Aſſigns, or any of them, have at any time heretofore received, or at any time hereafter ſhall receive or diſcharge any part of the Debts and Sums of Money, mentioned in the ſaid Schedule indented; And do content and pay the ſame Debts and Sums of Money ſo received or diſcharged, or to be received or diſcharged as aforeſaid, to the ſaid *J.* his certain Attorny, Executors, or Adminiſtrators, at the ſaid Manſion-houſe &c. within thirty dayes next after the ſame *J.* his Executors, Adminiſtrators, or Aſſigns ſhall demand the ſame of the ſaid *G.* his Executors or Adminiſtrators; That then he the ſaid *G.* his Executors, or Adminiſtrators, ſhall not be in danger charged, or impeached, of or for, the Covenant above mentioned. And, The ſaid *G. J.* for him *&c.* for the conſideration aforeſaid, and for that the ſaid *G.* hath before the enſealing hereof, ſold and delivered to the ſaid *J.* for his own uſe, certain Wares and Marchandizes, to make up the ſaid Debts mentioned in the ſaid Schedule, the ſum of 3500 l. covenanteth and granteth *&c.* in form *&c.* That he the ſaid *J.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will well and truly pay, or cauſe *&c.* to the ſaid *G.* his certain Attorney, Executors or Adminiſtrators, at the dayes and place above limited the ſaid 3500 l. and every part thereof, in manner and form before limited and expreſſed. And that he the ſaid *J.* withing 12 dayes after the enſealing and delivery of theſe preſents ſhall make his laſt Will and Teſtament in writing: And by the ſame for the better means of obtaining and recovering of the ſaid ſum *&c.* and every part thereof, to the ſaid *G. &c.* according to the true meaning of theſe Preſents, if the ſaid *J. H.* ſhould happen to dye, before the ſame and every part thereof be paid, and for no other cauſe, purpoſe, or intent, ſhall make, conſtitute, and ordain the ſaid *G.* his ſole Executor. And that until the ſaid ſum of *&c.* and every part thereof, ſhall be fully ſatisfied and paid to the ſaid *G.* his certain Attorney, Executor, or Adminiſtrator, according to the tenor, and true meaning of theſe preſents, he the ſaid *J.* ſhall not alter, revoke, or make void the ſaid Will and Teſtament, or make any other, without the Conſent, Will, and Agreement of the ſaid *G.* his Executors or Adminiſtrators, firſt thereunto had, and obtained in writing under his or their hands and Seals. And moreover, That he the ſaid *J.* his Executors, and Adminiſtrators, or one of them, ſhall and will, at all time; hereafter, and from time to time, well and ſufficiently diſcharge, or ſave and keep harmleſs the ſaid *G.* his Executors, and Adminiſtrators, and his Goods, Chattels, Lands, Tenements, and Hereditaments, and every of them, of, and from, all and ſingular Fines, Amerciaments, Charges, and Demands whatſoever, which ſhall happen or grow by reaſon or means of any of the Actions, Suits, Pleas, Proceſſes, Judgements, and Executions aforeſaid, to be had, brought, or purſued, in the name or names of the ſaid *G.* his Executors or Adminiſtrators,

Proviſo that if the Aſſignor do receive any of the debts yet if after demand he pay the ſame to the Aſſignee, it ſhall be no breach of Covenant.

Covenants for payment of Mony.

Aſſignee to make the Aſſignor his Executor.

And not to revoke ſuch Will until the Mony is paid, without conſent.

To ſave the Aſſignor from damages for Action in his name.

strators, against the persons named in the said Schedule or any of them; of and for Debts or Sums of Mony, in the same Schedule mentioned, or part thereof. *In Witness &c.*

The Assignment of a Recognizance inserted in an Indenture of Bargain and Sale.

Recital of the Recognizance.

AND whereas &c. *J. C.* by Recognizance bearing date &c. hath acknowledged himself before our said Soveraign Lord the Kings Majesty, in his Highness Court of *Chancery*, to owe to the said *R. W.* the Sum of 100*l.* of &c. with condition thereunto made and under written, for the performance of the Covenants, Grants, Articles and Agreements contained in one Indenture &c. as by the same Recognizance more at large appeareth. *Assignment.* The said *R. W.* for the consideration aforesaid, Doth by these presents give, grant, assign, and set over unto the said *J. H.* his Executors and Assigns, the said Recognizance and Penalty of 100*l.* therein mentioned, and every parcel thereof, and all the Right, Title, and Interest of the said *R. W.* in or to the same. *Letters of Attorney.* And also the said *R. W.* doth by these presents constitute and make the said *J. H.* his Heirs, Executors, and Administrators, his true and lawful Attorney and Attorneys irrevocable, for him, and in his name; and in the name or names of his Executors and Administrators, or any of them; or without any account therefore to be yielded, to ask, levy, recover, and receive the said sum of 100*l.* contained in the said Recognizance, and every part thereof, of the Heirs, Executors, Administrators, Lands, Tenements, Goods and Chattels of the said *J. C.* or of any of them, or any part thereof, whensoever the same shall be forfeited or payable. And to compound and agree for the same, or any part thereof; And to release and discharge the said Recognizance, at their liberty and pleasures. *Covenant to shew in the name of the Cognizee &c.* And further, The said *R. W.* Covenanteth &c. in form &c. That he the said *R.* his Executors and Administrators, shall and will at all times hereafter, quietly permit and suffer the said *J. H.* his Heirs, Executors, Administrators, and Assigns, or any of them, at his or their own proper costs and charges, to have, pursue, prosecute, and bring in the name or names of the said *R. W.* his Executors or Administrators, or any of them, any lawful Action, or Actions, Suit, Plea, Process, Extent, Judgement, Liberate, and Execution, and every of them, upon, or by virtue of the said Recognizance, whensoever the same shall be forfeited, of, or against the Heirs, Executors, Administrators, Lands, Tenements, Goods and Chattels of the said *J. C.* or any part thereof, for the recovering, getting, or obtaining of the said Penalty of 100*l.* and of Costs, Charges, Damages, and amends, upon the breach of any of the Covenants, Grants, or Agreements, specified in the same Indenture in such like; *Without releasing or discontinuing &c.* and in as large and ample manner and form, as the said *R.* his Heirs, Executors, or Administrators, or any of them, could ought, or might have done, if these Presents had not been had or made, without

acquitting

acquitting, releaſing, hindring, ſtaying, diſcontinuing, barring, letting, or diſcharging of the ſame Actions, Suits, Pleas, Proceſſes, Extents, Liberates, or Executions, or any of them, without the conſent and agreement of the ſaid *J. H.* his Heirs, Executors, or Aſſigns, in that behalf firſt had and obtained in writing, under his, or their Hands and Seals. And alſo, That he the ſaid *R.* at any time heretofore hath not acquitted, releaſed, or diſcharged; nor that he the ſaid *R.* his Heirs, Executors, or Adminiſtrators, at any time hereafter ſhall acquit, releaſe, or diſcharge the ſaid Recognizance and Sum of 100 l. therein contained, or any part thereof; nor any Covenants, Grants, or Clauſe, contained or mentioned in the ſaid former Indenture. And alſo, That the ſaid *R. W.* his Heirs, Executors, and Adminiſtrators, ſhall quietly permit and ſuffer the ſaid *J. H.* his Heirs, Executors, and Adminiſtrators, to have, receive, take, and enjoy to his and their own uſes for ever, the whole benefit and execution of the ſaid Recognizance, and all ſuch Sum and Sums of Mony, Coſts, Charges, Damages, and Amends, Lands, Tenements, Goods and Chattels, as ſhall be recoverrd, adjuged, or gotten in any ſuch Action, Suit, Proceſs, Extent, Liberate, Execution, or any of them, without any let, trouble, interruption, claim, or demand of the ſaid *R.* his Heirs, Executors, or Adminiſtrators, or any of them, without any account, reckoning, or other thing, of, or for the Premiſſes, or any part thereof, to him, or them, or any of them, in any wiſe to be made, yielded, or given. And further, That he the ſaid *R. W.* his Heirs, Executors, and Adminiſtrators, ſhall at all times hereafter upon reaſonable requeſt to him or them made by the ſaid *J. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, and at their, or one of their coſts and charges, make not only ſuch further reaſonable Letter or Letters of Attorney to the ſaid *J.* his Executors, Adminiſtrators, and Aſſigns, or any of them, agreeable to the tenor of theſe preſents, for the recovery of the ſaid ſum of 100 l. contained in the ſaid Recognizance, whenſoever need or occaſion ſhall be, but alſo ſuch further aſſurance unto the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, or any of them, to the only uſe of the ſaid *J. &c.* of ſuch Lands and Tenements, Goods and Chattels, as ſhall at any time hereafter happen to be recovered, extended or gotten, by reaſon of any Extent or Execution to be had upon, or by virtue of the ſaid Recognizance: As by the ſaid *J.* his *&c.* at his and their coſts and charges, ſhall be reaſonably deviſed, or adviſed. In Witneſs, *&c.*

That the Aſſignor hath not, nor will not Releaſe &c.

That the Aſſignee ſhall have the whole benefit to his own uſe.

For further Letters of Attorney.

And further aſſurance of what ſhall be recovered.

An Aſſignment of a Leaſe and Gift of all the Goods a man ſhall have at the time of his deceaſe, if his Daughter the Aſſignee's wife, or any Iſſue of her body be then living.

THis Indenture *&c. An.* 12. *Car.* 2. Between *W. J. alias L. &c.* on the one party, and *T. P. &c.* on the other party, Witneſſeth, That whereas *A. B.* Clark and Parſon of the Pariſh of *S. M.* at *B.* in *L.* *W. C.* and *J. B.* Wardens of the Goods, Works, Rents, and Ornaments of the

Recital of the Leaſe.

the ſaid Pariſh Church, with the aſſent and conſent of the moſt part and Worſhipful and diſcreet perſons, Pariſhioners of the ſaid Pariſh, by their Indentures of Leaſe dated, have demiſed &c. unto the ſaid *W. J.* all that their Meſſuage or Tenement with the Shops, &c. ſet &c. and belonging to the ſaid Parſon and Church-Wardens in the right of the ſame Church adjoyning &c. *To hold* &c. for 99 years from Chriſtmaſs, before the date of the Leaſe &c. Yielding &c. As by the ſaid Indenture &c. The ſaid *W. J. alias L.* for ſuch conſiderations, and upon, and under ſuch conditions as hereafter are expreſſed in theſe Preſents, Doth alien, bargain, and ſell to the ſaid *T. P.* his Executors and Aſſigns, all the ſaid Leaſe, term of years, and intereſt, which the ſaid *W.* hath, or ought to have, of, in, and to the ſaid Meſſuage, Tenements, Cellar, Sollars, Garden, and their Appurtenance whatſoever, by force and virtue of the Indenture of Leaſe aforeſaid, Having, and alwayes reſerved and excepted to the ſaid *W. J. alias L.* and to his Aſſigns, out of the alienation, bargain, and ſale aforeſaid, the uſe and ſole manurance and occupation of all the ſaid Meſſuage, Tenement, Cellar, Sollars, Garden and their Appurtenances, for, and during all the term and natural life of the ſaid *W. J.* And the ſaid *W. J.* for him &c. doth covenant &c. That he the ſaid *W. J* and his Aſſigns, for, and during all the term of the natural of the ſaid *W.* ſhall, and will at the coſts and charges of the ſame *W.* and of his Aſſigns well and truly yield, pay, fulfil, and perform all and ſingular Rents, Covenants, and Duties whatſoever, to be paid, done, or performed for the Premiſſes or any part thereof during the natural life of the ſaid *W.* And thereof ſhall, and will defend and keep harmleſs the ſaid *T. P.* his Executors, and Adminiſtrators, againſt the ſaid Parſon and Church-Wardens, their Succeſſors and Aſſigns, and all other perſons whatſoever. And the ſaid *W. J.* upon, and under the Condition aforeſaid, doth by theſe preſents give and grant to the ſaid *T. P.* all and ſingular ſuch Implements, Houſhold-Stuff, and Houſhold-Forniture, as Bedſteds, Cupboards, Seelings, Wainſcot, Fether-beds, Beddings, Sheets, Blankets, Coverings, Bouſſters, Pillowes, Mattreſſes, Pewter, Braſs, Iron, and all other things whatſoever, which the ſaid *W. J.* ſhall have remaining in the ſaid Meſſuage and other the Premiſſes, at the time of his deceaſe (ready Mony, Gold, Silver, Plate, Jewels, Writings, Evidences, and Wearing Apparel for Men, or Women, only excepted.) Provided alwayes, and it is plainly expreſſly condeſcended, agreed, and conditioned, by, and between the ſaid parties to theſe Indentures, for themſelves, their Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, in manner and form following: That is to ſay, That if *E.* Daughter of the ſaid *W. J.* whom the ſaid *T.* hath lately married and taken to his wife, or ſome iſſue of the body of the ſaid *E.* by the ſaid *T.* begotten, or to be begotten, ſhall not be living at the time of the deceaſe of the ſaid *W. J.* That then theſe preſent Indentures, and every thing in the ſame contained, ſhall be ſo clearly fruſtrate and void to all intents, purpoſes, and conſtructions in the Law and every other way whatſoever, as though the ſame had never been made, mentioned, or ſpoken of, any thing before in theſe preſents ſpeci-

fied

Habendum.

Conſideration. Aſſignment.

Except.

Covenant to pay Rents, &c. during the life of the Aſſignor.

Guift of all the Goods he ſhall have in his houſe at his death.

Except ready Mony &c.

Proviſo. That if neither the daughter of the Aſſignor (who is wife of the Aſſignee) nor any Iſſue of her Body be living at the death of the Aſſignor, then this Deed to be void.

fied or contained, or any thing thereupon to be gathered, or construed to the contrary thereof, &c. In Witness *&c.*

An Assignment of a Lease for Lives.

THis Indenture made *&c.* Between *W. B.* of the one party, and *J. K. R. G. J. G. J. P.* and *W. B.* of the other party; Witnesseth, That whereas *J. S.* by his Indenture of Demise and Lease lawfully executed, made between *&c.* bearing date *&c.* for, and upon good considerations in the said recited Indenture specified, did Demise, Grant, and to Farm lett, *&c. To have and to hold*, occupy *&c.* yielding and paying yearly therefore to the said *J S.* his Heirs and Assigns, the yearly Rent of *&c.* at certain dayes and Feasts therein mentioned, with a clause of Distress for non-payment of the said Rent of 10 l. And also with divers other Covenants, Grants, Matters, Agreements, and Damages, in the said recited Indentures contained; as by the said Indenture more fully and at large appeareth. *Recital of the Lease.*

And forasmuch as the said *W. B.* meaneth and intendeth as well to advance his own Sons with the said Messuage, Tenement, and Premisses, as also to settle and dispose the said Messuage, Tenement, and Premisses, so that the same may from time to time, during the continuance of the said Estate, and term of 3 Lives, so thereof formerly granted as aforesaid, remain, continue, and be to such person persons, and in such manner and form, as he the said *W. B.* hath hereafter in these presents mentioned and appointed; So long as it shall please God to permit the same: He the said *W. B.* for the Causes and Considerations aforesaid, and for the natural love and affection which he beareth likewise unto his own Sons, as unto such his Brothers as are hereafter in these presents named; And also, for the trust and confidence which he beareth and reposeth in them the said *J. K. &c.* and for divers other good causes and considerations him thereunto moving, Hath granted, assigned, and set over, and by these presents, doth grant, assign, and set over unto them the said *J. K. &c.* and their Assigns, the said Indenture of Demise and Lease, and all the whole Right, Title, Interest, Estate, Term of Lives and possession, which he the said *W. B.* hath, or of Right ought, or is intituled to have, of, in, or to the said Messuage, Tenement, and Premisses, and every or any part or parcel thereof, by, or by force of the said recited Indenture of Demise and Lease, so thereof to him formerly made as aforesaid; To have and to hold, to them the said *J. K. &c.* and their Assigns, from and immediately after the making of these presents, for, and during, and to the full end and term, and during all the term of the natural life and lives of them the said *J. K. &c.* and for, and during the term of the natural life of the Survivor and longest liver of *Considerations. Assignment. Habend.*

Vses. of them, **Bound to, and for such use, intent, and purpose, that they the said** *J. K.* and the Survivor and Survivors of them, and his and their Assigns, shall, and may from time to time, and at all times hereafter, during the continuance of the said term of three lives aforesaid, stand, continue, and be seised thereof, and of every part and parcel thereof, to, and for such Uses, intents, purposes, conditions, limitations, and agreements, and to the use of such person and persons, and for such Estate and Estates, and in such manner and form, as hereafter in these presents are particularly expressed, mentioned and declared, and to no other uses, intents, purposes, or meaning, in any wise; **That is to say, of,** and in all and singular the said Messuages, Tenements, Lands, Premisses, with all and singular their Appurtenances, and of every part and parcel thereof, **To, and for the only use and behoof of him the said** *W. B.* and his Assigns, for and during the term of the natural life of him the said *W. B.* and by, and immediately after the natural death and decease of him the said *W B.* **Then of,** and in, the full Moyety, half part, purparty, and portion of the said Messuage, Tenement, and Premisses, and of every part and parcel thereof, with the Appurtenances, **To, and for the use and behoof of** *K.* now wife of the said *W. B.* and her Assigns, for, and during the term of the natural life of the said *K.* if they the said *W. B.* and *K.* or any of them so long shall live: **And by,** and immediately after the several deaths and deceases of the said *W. B.* and *K.* his wife, and of the Survivor of them, of, and in the said Moyety, half part, purparty, and portion of the said Messuage, Tenement, and Premisses, so before limited in use, to, and for the use of the said *K.* and likewise also by, and immediately after the natural death and decease of the said *W. B.* of, and in the other Moyety, half part, purpart, and portion of the said Messuage, Tenement, and Premisses, with the Appurtenances, **To, and for the use and behoof of the said** *R. B.* Son of the said *W. B.* and of the Heirs Males of the body of the said *R. B.* lawfully begotten, so long as they the said *R. B. W. B.* and *J. B.* or any of them shall live or continue in full life; **And for default,** &c. **yielding,** &c. **covenant, remain discharged of Incumbrances: Covenant for making further assurance, and a Letter of Attorney.**

Note that a Term cannot be assigned from a day to come, but the Land it self by special name may: So a Lease for life, Habendum *from a day to come, is not good, but from the making, or from a day past.*

An

An Assignment of a Rectory or Parsonage, Water-Mill, &c.

THis Indenture made *&c.* Between *H.* of *G.* in the County of *Nott.* Esquire, third Son to the late Right Honorable Earle of *S.* deceased, of the one party; and *W.* of *&c.* of the other party; Witnesseth, That whereas the said Earl, and *E. T.* Esquire his second Son, by their Deed indented, bearing date the 9th. day of *Aug. An.* 28 *Eliz.* did Grant, Assign, Assure, or Convey unto the said *H. T.* and his Assigns, all that the Rectory or Parsonage of *W.* in *Com. E.* and all Glebe-Lands, Tythes, Profits, Commodities, Oblations, Obventions, Emoluments and Advantages whatsoever, yearly arising, growing, coming or renewing, in, and upon the said Parsonage of *W.* and Premisses, with the Appurtenances, and every part and parcel thereof for divers years yet enduring, as by the said recited Indenture more at large doth, and may appear. And whereas also, one *W. S. &c.* by his Indenture, bearing date *&c.* did bargain, alien, sell, assign, and set over unto the said *H. T.* and his Assigns, all that the Water-Mill, called the Abby Mill in *B.* with the Appurtenances in the said County of *E.* together with all his Estate, Right, Title, Interest, Term and Terms of years, Reversion, Claim, and Demand, which he the said *W. S.* had, might or ought to have unto the said Water-Mill, and one parcel of Land adjoyning, with the Appurtenances, and every part and parcel thereof by virtue of her Highness Letters Patents to him thereof made for the term of 20 years, or by virtue of one Grant, from her Majesty, of the reversion of the same Premisses for the term of 31 years, unto one *N. H.* and by the said *N.* conveyed unto the said *W. S.* as by the said recited Indenture more at large it doth, and may appear. Now this Indenture further Witnesseth, That the said *H. T.* for divers good Causes and Considerations him thereunto specially moving, hath given, granted, assigned and set over, and by these presents doth give, grant, assign, and set over unto the said *W. R.* and his Assigns, all that, and those the said Rectory, or Parsonage of *W.* Glebe-Lands, Tythes, Oblations, Obventions, and all and singular other the Premisses, with the Appurtenances, and every part and parcel thereof, and all the estate, right, title, interest, term of years, claim and demand whatsoever of him the said *H. T.* of, in, and to, the same, and every part and parcel thereof yet to come unexpired; and also all that his said term and estate of, in, and to the said Water-Mill, and parcel of Land adjoyning in *B.* aforesaid, with the Mill-Dam, and all and singular Water-Courses and Streams, to, or with the said Water-Mill now used or occupyed, lying and being in *B.* aforesaid, together with free Passage to come, go, and ride to, and from the said Mill for the grinding of any manner of Corn and Grain whatsoever. And all the Estate, Right, Title, Interest, Term of years, Claim and Demand whatsoever, of him the said *H. T.* of, in, and to the same and every part and parcel thereof

Recital of an Assignment of the Rectory.

Recital of an Assignment of the Water-Mill and a parcel of Land.

Assignment.

thereof yet to come and unexpired, together with all Indentures of Leaſe, Grants, and Aſſigns, of the ſaid Premiſſes thereof made to the ſaid Earl *E.* and *H.W.* and *N.* or any of them, or to any other perſon or perſons to their, or any of their uſes; All which ſaid Writings, the ſaid *H.T.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, Covenanteth and Granteth, to and with, the ſaid *W. R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, to deliver, or cauſe to be delivered to the ſaid *W. R.* his Executors or Aſſigns, ſafe, whole, and uncancelled, at the reaſonable requeſt of the ſaid *W. R.* his Executors or Aſſigns, to them, or any of them to be made at any time before the Feaſt of the *Purification*, &c. next enſuing the date hereof, **To have, and to hold**, uſe, occupy, and enjoy the ſaid Rectory or Parſonage of *W.* Glebe Lands, Tythes, together with the ſaid Water-Mill, Water-Courſes and Streams, and all and ſingular other the Premiſſes, with their, and every of their ſeveral Appurtenances, and every the ſaid part and parcel thereof, and all the ſaid Eſtate, Right, Title, Intereſt, Term and Terms of years, Claim, and Demand of the ſaid *H. T.* of, in, and to all the ſaid Premiſſes, with the Appurtenances, and every part and parcel thereof unto the ſaid *W. R.* his Executors, Adminiſtrators, and Aſſigns, immediately from the making hereof, for, and during all the reſidue of the ſaid ſeveral term and terms of years yet to come, and unexpired in the ſaid Rectory or Parſonage and Mill, and either of them, in as large, ample, and beneficial manner and form, to all intents, conſtructions, and purpoſes as the ſaid *H. T.* may, might, ſhould, or ought to have, hold, uſe, occupy and enjoy the ſaid Premiſſes, **To the only and ſeveral uſes, intents, and purpoſes, and upon ſpecial truſt and confidence hereafter in theſe preſents limited, declared, and appointed, of, for, or concerning the ſame, and to no other uſe, behoof, intent or purpoſe, That is to ſay, to the uſe and behoof of the ſaid *W. R.* and his Aſſigns, for, and during his natural life, (if the ſaid term of years ſhall ſo long endure.) And if the ſaid *W. R.* ſhall depart this life within the ſaid term of years, Then after the deceaſe of the ſaid *W. R.* the uſe, profits, and commodities of the ſaid Premiſſes, and of every part and parcel thereof, ſhall be and come to *E.* now wife of the ſaid *H. T.* and daughter and ſole Heir of the ſaid *W. R.* for ſuch and ſo many of the years that are, or ſhall be unexpired in the ſaid Premiſſes after the death of the ſaid *W. R.* as ſhall be and continue for term of her natural life (if the ſaid term or terms of years ſhall ſo long endure.) And if the ſaid *E.* happen to depart this life before the expiration of the aforeſaid term, That then the uſe, poſſeſſion and intereſt of the whole term or terms aforeſaid, ſhall be, and come wholly with all the reſidue and number of years then unexpired to *G.* and *M.* Daughters of ſaid *H. T.* begotten upon the body of the ſaid *Eliz.* and the longer liver of them.

Habend.

As

An Aſſignment of a Leaſe for 100. *Years.*

THis Indenture, made *&c.* Between *J. L.* Gent. Son of *P. L.* Kt. of the one party, and *J. L.* one of the Sons of the ſaid *P. L.* Kt. of the other party; Witneſſeth, That whereas *R. B.* late of *S.* &c. deceaſed, by his Indenture ſufficient in Law, bearing date the 20th. day of *M.* in the 12th. year of the King's Majeſties Reign that now is, did for the conſiderations in the ſaid Indenture ſpecified, demiſe, grant, ſet, and to Farm lett, unto the ſaid *J. L.* all and ſingular his Manors, Meſſuages, Houſes, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reverſions, and Services whatſoever, in the ſeveral Towns, Hamlets, Fields, and Territories of *H. S. D.* and *B.* in the ſaid Counties, of *L.* or any of them, *To have and to hold* the ſaid Meſſuages Lands, Tenements, Rents, Reverſions Services, and other the Premiſſes, with all and ſingular their Appurtenances, unto the ſaid *J. L.* his Executors and Aſſigns indifferently, from and after the death of *M. B.* the Wife of the ſaid *R. B.* for, and during the term of 100. years then next following fully to be compleat and ended, yeilding and paying therefore yearly during the ſaid term of 100 years, to the ſaid *R. B.* his Heirs and Aſſigns, a certain yearly Rent, And alſo upon this Condition (amongſt other Conditions in the ſaid Indenture contained) that the ſaid *J. L.* at all and every time and times after the making of the ſaid Indenture, upon the Requeſt or Demand of the ſaid *R. B.* ſhould lawfully convey and aſſure, all and ſingular the Premiſſes, with their Appurtenances, or any part or parcel thereof, to ſuch perſon or perſons as by the ſaid *M. B.* her Executors or Adminiſtrators, ſhould be named or appointed, for and during all ſuch intereſt and term, as then ſhould be unexpired of the ſaid 100 years, or of ſuch part or portion thereof, as by the ſaid *R* ſhould be limited, nominated or appointed, and further, as by the ſaid Indenture more at large it doth and may appear. Now the ſaid *J. L.* at the ſpecial requeſt and deſire of the ſaid *M.* late wife of the ſaid *R.* deceaſed, and by her nomination and appointment, and for the performance and accompliſhment of the Condition above recited, in theſe Preſents, and of the truſt and confidence in him repoſed by the ſaid *R. B.* deceaſed; Hath granted, aſſigned and ſet over, and by theſe Preſents doth grant, aſſign, and ſet over unto the ſaid *J. L.* his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Premiſſes, with the Appurtenances above recited in theſe preſents, and every part and parcel thereof, for, and during the ſaid term of 100 years, as alſo all his eſtate, right, title, claim, intereſt, term of years, and demand whatſoever, of, in, and to the ſaid Indenture above recited in theſe preſents. To this end and purpoſe, That the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, ſhall from time to time, and at all times hereafter, at the requeſt of the ſaid *M.* her Executors, Adminiſtrators or Aſſigns, grant, aſſure, and convey as well the ſaid Premiſſes, with

Recital of a Leaſe.

Habend. of the Reverſion aſſigned.

Conſideration.

Aſſignment.

Upon Condition.

To Convey upon requeſt &c.

with the Appurtenances, and every part and parcel thereof, for, and during the said term of 100 years, or for such Interest or term of years as at the time of such request made, shall be there then to come and unexpired; as also the said Indenture above recited, and all the estate, right, title, interest, claim, term of years, and demand whatsoever, of the said *J. L.* his Heirs, Executors, Administrators, or Assigns, of, in, and to the said Premisses, and every part and parcel thereof, to such person or persons as the said *M.* shall nominate &c. In Witness, *&c.*

A second Assignment of the same Lease.

Recital. THis Indenture made the day of &c. Between *J. L.* Gen. son of *P. L.* Kt. on the one party; and *B.* Widdow, sister of the said *J. L.* and late wife of *R. B.* late of *S.* in the County of *L.* Esq; deceased, on the other party; Witnesseth, That whereas the said *R. B.* by his Indenture sufficient in the Law, bearing date &c. did, for the consideration in the said Indenture specified, demise, grant, set, and to Farm let, unto *J. L.* one other of the Sons of the said *P. L.* Kt. all and singular his Mannors, Messuages, Houses, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reversions, and Services whatsoever, in the several Towns, Hamlets, Fields, and Territories of *R. B.* &c. in the said County of *L.* or in any of them, *To have and to hold* all and singular the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, and all other the Premisses, with all and singular the Appurtenances, unto the said *J. L.* his Executors or Assigns, immediately from and after the death of the said *M. B.* for, and during the term of 100 years then next following, fully to be compleat and ended, yielding and paying therefore yearly during the said term of 100 years, to the said *R. B.* his Heirs and Assigns, a certain yealy Rent, and also upon Condition (amongst other Conditions in the said Indenture contained) that the said *J. L.* at all and every time and times after the making of the said Indenture, upon the request or demand of the said *M. B.* should lawfully convey and assure, all and singular the Premisses, with their Appurtenances, or any part or parcel thereof, to such person or persons as by the said *M.* her Executors or Administrators, should be named or appointed, for and during all such interest and term, as then should be unexpired of the said 100 years, or for such part or portion thereof, as by the said *M* should be limited, nominated or appointed, as by the said Indenture more at large it doth, and may appear. And *Recital.* whereas the said *J. L.* at the special request and desire of the said *M. B.* and by her nomination and appointment, and for the performance and accomplishment of the Condition above recited, in these presents, and of the trust and confidence in him reposed by the said *R. B.* deceased, hath by his Indenture bearing date the day of this present month of *J.* granted, assigned and set over, unto the said *J. L.* his Executors, Administrators, and Assigns, as well the said Premisses, with the appurtenances above recited

in

in these presents, and every part and parcel thereof, for and during the term of 100 years, and also all his Estate, Right, Title, Interest, Claim, Term of years, and Demands whatsoever, of, in and to the same, and every part and parcel thereof, together with the said Indenture above recited in these presents. To this end and purpose, that the said *J. L.* his Executors, Administrators, and Assigns should from time to time, and at all times from thenceforth at the request of the said *M.* his Executors, Administrators, and Assigns, grant, assure, and convey, by his or their Indenture or Deed sufficient in the Law unto the said *M. B.* her Executors Administrators and Assigns, as well the said Premisses with the Appurtenances, and every part and parcel thereof, for and during the said term of 100 years, or for such interest or term of years, as at the time of such request made, should be therein then to come and unexpired, and also the said Indenture above recited, and all the Estate, Right, Title, Interest, Claim, Term of years, and Demand whatsoever, of the said *J. L.* his Executors, Administrators, and Assigns, of, in, and to, the said Premisses and every part and parcel thereof. As by the said Indenture made by the said *J. L* to the said *J. L.* as aforesaid more at large, it doth and may appear; Now the said *J. L.* at the request of the said *M. B.* and for the end and purpose expressed and declared in the said Indenture made by the said *J. L.* as aforesaid, Hath granted assigned and set over, and by this present Indenture doth grant assign and set over unto the said *M. B.* her Executors, Administrators and Assigns, as well the said Premisses, with the Appurtenances, and every part and parcel thereof, for and during the said term of 100 years, as also the said Indenture above recited, made by the said *R. B.* to the said *J. L.* as aforesaid, and all the Estate, Right, Title, Interest, Claim, Term of years, and Demand whatsoever, of the said *J. L* of, in, and to, the said Premisses, and every part and parcel thereof together with the said Indenture made by the said *J. L.* to the said *J. L.* as aforesaid. In Witness, *&c.*

Assignment upon request, according to a former Trust.

An Assignment of a Mannor.

This Indenture, &c. Between *G. O.* &c. on the one party, and *G. D.* &c. on the other party, Witnesseth, That whereas our Soveraign Lady the Queens Majestie by her Highnesses Letters Patents, made under the great Seal of *England* bearing date at *G.* the *&c.* in the 29th. year of her Highness most gracious Raign, reciting certain Letters Patents, of King *P.* and our late Soveraign Lady Queen *Mary*, late King and Queen of *England*, made to one *R. B.* under their great Seal of *England*, bearing date, the *&c.* in the 4th. and 5th. year, of their Raigns; and also reciting certain her Majesties former Letters Patents, made to *R. A.* under the Seal of the Exchequer, bearing date at *Westminster*, the *&c.* in the 12th. year of her Highness Raign: Hath demised granted, and to Farm-letten amongst other things to *W. H. &c.* all that her Mannor of *J*, with all and singular Rights, Members and Appurtenances, scitu-

Recital of Letters Patents.

ate lying and being in *M.* in the County of *L.* to the late Priory of *B.* now dissolved, sometime belonging and appurtaining, and parcel of the possessions thereof, sometime being; And all that her several Fishings in the River and water of *T.* and their Isles called the *Eights*, in the same water, on the side of the County of *B* and all other the Premisses, to the said *R. B.* by the aforesaid Letters Patents, granted, demised or letten, with all and singular their Appurtenances: And all and singular Edifices, Buildings, Barns, Stables, Dove-coats, Orchards, Gardens, Lands, Medows, Feedings, Pastures, Commons, Wasts, Champion grounds, Heaths, Moors, Marshes, Waters, Fishings, Harvest-daies of the Tenants of the said Manor of *B.* Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the Premisses or any part thereof, in any manner of dayes belonging or happening or with them or any of them, for their several Rents reserved in the said Letters Patents therefore demised letten used occupied or enjoyed, with all and singular their Appurtenances; And the Reversion and Reversions whatsoever of all and singular the Premisses by the said Letters Patents before granted, and every parcel thereof (Except to our said Soveraign Lady the Queen, her Heirs and Successors alwayes reserved) All great Trees, Woods, Under-wood, Wards, Marriages, Mynes, Quarries, Court Leets, Views of Frank-pledge, Release, Harriots, Fines, Amerciaments, Inrents, Escheats, Goods, Chattels, and Services of Bond-men, and their Sequels, Felons, Fugitives, Fellons of themselves put into Exigent, Condemned, and Outlawed, Wayses, Strayes, whatsoever. *And*, all and all manner of Advowsons, Churches, and Chappels whatsoever, to the Premisses belonging. **To have, and to hold**, the aforesaid Mannor of *J.* And all and singular other the Premisses to the said *R. B.* as aforesaid, granted demised and letten, with all their Appurtenances, by the said Letters Patents (except before excepted) to the said *W. H.* his Executors, and Assigns, from the time wherein the said Letters Patents and Agreements to the said *R. B.* thereof as aforesaid, made, by Execution, Surrender, Forfeiture, or by any other means whatsoever, first and next should happen to be void ended and determined, unto the end and term of 21 years, from thence next following, fully to be compleat and ended yielding then and from thenceforth yearly to our said Soveraign Lady the Queens Majesty, her Heirs and Successors, 21 l. of lawful mony of *England*, at the Feast of *&c.* to the hands of the Bayliff or Receivers of the Premisses, for the time being, by even portions to be paid, during the said term of *&c.* And, **To have, and to hold**, the foresaid Fishing and the said Isles called the *Eights*, all and singular other the Premisses of the said *R. A.* demised and letten with their Appurtenances, to the foresaid *W. H.* his Executors, and Assigns, from the time wherein the said Letters Patents, and Grant to the said *R. A.* as aforesaid made, by expiration surrender forfeiture, or by any other manner of wayes whatsoever, first and next should happen to be void ended or determined unto the end and term of *&c.* from thence next following, fully to be compleat and ended, yielding then therefore yearly to our said Soveraign Lady the Queen, her Heirs, and Successors, 8 s. *&c.* at the Feasts of *&c* to the hands

Except.

Habend. of the Mannor in the Recital.

Habend. the Fishing and Eights in the Recital.

hands of the Bayliff or Receivers of the Premisses, for the time being, by even portions to be paid, during the said term of &c. And whereas furthermore by the same Letters Patents there is granted and given by her Highness full power and authority, to the said *W. H.* his Executors, and Assigns, to have Timber for the Reparations of the Houses, and Buildings of the Premisses, in and upon her Majesties Wood growing upon the Premisses, to be taken by Assignment of her Majesties Officers, with further power and authority to the said *W. H.* to have and take House-boot, Hedg boot, Fire-boot, Plow-boot and Cart-boot; As by the said Letters Patents granted to the said *W. H.* more at large it doth and may appear. The Interest Estate, Right Use, Possession, Reversion, Claim, and Demand whatsoever, of him the said *W. H.* of, in, and to the said Manner of *J.* with the Rights, Members, and Appurtenances, and of, and into the said Fishings in the River and water of *Thames*, and in the Isles called the *Eights*, in the same water, and of, in, and to all other the Premisses with all and singular their Appurtenances, before in these presents, recited, did by lawful conveyance come unto *J. M.* and *E. V.* Gent. who lately had and enjoyed the same as by one Indenture under the hand and seal of the said *W. H.* bearing date &c. amongst divers other Covenants, Grants, and Agreements, therein contained, more plainly may appear. And whereas, also the said *J. M. E. V.* by their Indenture under their hands and seals, bearing date &c. for the consideration therein specified, did bargain, sell, assign and set over unto *G. O.* &c. all the Estate, Right, Title, Use, Possession, Reversion, Term of years, Claim and Demands whatsoever, which they the said *J. M. E. V.* or either of them had, or hath or ought to have or claim, of, in and to the said Mannor of *J.* with the Rights, Members, and Appurtenances, and of, in, and to the said Fishings in the River and water of *T.* and in the Isles called the *Eights* in the same water, and all other the Premisses, with all and singular their Appurtenances, and of, in, and to every part and parcel thereof, together with the said Letters Patents, to the said *W. H.* made and granted as aforesaid, and the said Indenture of Assignment above mentioned, and one Obligation or writing Obligatory, wherein the said *W. H.* standeth bound to the said *J.* and *E. V.* in the sum of &c. with condition thereupon endorsed, touching the performance of the Covenants, Grants, Conditions; Proviſoes, mentioned and contained, in the said second recited Indenture. To have hold, occupy, possess and enjoy the said Mannors, Messuages, Lands, Tenements, Fishings, and the said three Isles called the *Eights*, and all and singular other the Premisses, and every part and parcel thereof; and the said Estate, Right, Title, Interest, Use, Possession, Reversion, Claim, and Demand of them the said *J. M* and *E. V.* and either of them, of, in and to the same, together with the said Letters, Patents, Indenture of Assignment, and Writing Obligatory aforesaid, unto the said *G.* his Executors, Administrators, and Assigns, in as large ample and beneficial manner and form, to all intents and purposes, as they the said *J. M.* and *E. V.* or either of them, might could should or ought to have and enjoy the said Premisses, by force and virtue of the said Indenture, or otherwise, as by

Recital of Timber to be taken &c.

Derivation of the Title to the Assignor.

Habend.

Consideration.

the same last recited Indenture of Bargain and Sale, more plainly also appeareth. Now this Indenture further Witnesseth; That the said *G. O.* for, and in, consideration of the sum of *&c.* to him in hand, at and before the ensealing and delivery of these presents, by the said *G. D.* well and truly contented and paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid; And thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said *G. D.* his Executors, and Administrators: And every of them for ever, by these presents, Hath bargained, sold, granted, assigned, and set over, and by these presents doth plainly and clearly bargain, sell, give, grant, assign, and set over unto the said *G. D.* all the Estate, Right, Title, Interest, Use Possession, Reversion, Term of years, Claim, and Demand whatsoever, which he the said *G. O.* or any other person or persons to his use, have, or hath, or of right ought to have, or claim of, in, and to, the said Mannor of *T.* with the Rights, Members, and Appurtenances, and of, and in, and to the said Fishings, in the River, and water of *T.* in the Isles called the *Eights* in the same water, and all other the Premisses before mentioned, with all and singular their Appurtenances, and of, in, and to every part or parcel thereof, together with the said Letters Patents to the said *W. H.* made and granted as aforesaid, and the said Indenture of Assignment above mentioned, and the said Obligation, or writing Obligatory, wherein the said *W. H.* standeth bound unto the said *J. M.* and *E. V.* in the sum of *&c.* for the performance of the Covenants, Grants, Conditions, and Provisoes mentioned in the said Indenture; To have, hold, occupy, possess, and enjoy the said Mannor, Messuages, Lands, Tenements, and Fishings, and the said three Isles called the *Eights*, and all and singular other the Premisses with the Appurtenances, and every part and parcel thereof: And the said Estate, Right, Title, Interest, Use, Possession, Reversion, Claim, and Demand, whatsoever, of him the said *G. O.* of, in, and to the same, together with the said Letters Patents, and Indentures, and Writing Obligatory aforesaid, unto the said *G. O.* his Executors, Administrators, and Assigns, in as large ample and beneficial manner and form, in every thing and things, and to all intents and purposes, as he the said *A. B.* may might, should, or ought to have or enjoy the same Premisses, by force and virtue of the said Letters Patents, recited Indentures, or otherwise by any wayes or means whatsoever. And the said *G. O.* for him his Executors, Administrators, and Assigns, Covenants and Granteth, to, and with the said *G. D.* his Executors, Administrators, and Assigns, by these presents, That the said *G. D.* his Executors, Administrators, and Assigns, shall or may from henceforth during the said term of *&c.* peaceably and quietly, have, hold, occupy, and enjoy the said Mannors, Messuages, Lands, Tenements, Fishings, and all and singular other the Premisses, with their Appurtenances and every part and parcel thereof, clearly acquitted, discharged or otherwise saved and kept harmless by the said *G. O.* his Executors, Administrators, or Assigns, or some of them, of, and from all and singular former Bargains, Sales, and Gifts, Grants, Leases, Assignments, Forfeitures, Charges, Rents, Arrearages of Rents, Re-entries, Cause and Causes, Forfeiture and

Assignment of the said Mannor &c. Fishing Eiates and Obligation for performance of Covenants.

Habend.

Covenants for quiet enjoying.

Discharged or saved harmless from Incumbrances, the Rent and Covenants in the Letters Patents excepted.

and Re-entry, and of, and from all, and every other charges, Titles, Troubles, and Incumbrances whatsoever; the Rent, Covenants, and payments contained and specified in the said Letters Patents on the Tenants part and behalf, from, and after the 9 day of &c next ensuing &c, only exceptance reserved. And furthermore, That the said *G. O.* and the said *J. M.* and *E. W.* and every of them, their Executors and Administrators, and every of them, shall from, and after the 9 of &c. and at all times then after, and from time to time, at the costs and charges in the Law of the said *G. D.* his Executors, Administrators, and Assigns, permit and suffer the said *G. D.* his Executors, Administrators, or Assigns, to attempt, sue, and prosecute all, and every such lawful Action and Actions, Plaints, Pleas, Processes, Judgements, and Executions, as he the said *G. D.* his Executors, Administrators, or Assigns, shall think meet or convenient to attempt, commence, sue, or prosecute, in the name of them the said *J. M.* and *E. W.* their Executors, or Administrators, for, or upon the said Obligation, or Deed Obligatory of &c. by reason of any breach, or not performance of the Covenants, Grants, Articles, or Agreements, in the said first recited Indenture of Assignment, expressed and specified, without being Non-suit; or willingly nulling any Discontinuance, Release, or other Discharge of, or for the same Actions, Suits, Judgements, or Executions, or any of them, without the consent and agreement of the said *G. D.* his Executors, Administrators, or Assigns. And also, That neither he the said *G. O.* nor the said *J. M.* or *E. W.* or any of them, have released or discharged; nor that they the said *G. O. J. M.* or *E. W.* or any of them, their Executors, or Administrators, hereafter shall release, or discharge the said Obligation of &c. wherein the said *W. H.* standeth bound as aforesaid; nor any of the Covenants, Grants, Articles, or Agreements, in the said first recited Indenture contained, without the special assent, or consent of the said *G. D.* his Executors, or Administrators, first had and obtained in Writing under his or their Hand and Seal; And also, that he the said *G. D.* his Executors, Administrators, and Assigns, shall, or may recover, take, receive, and enjoy, to the only use of him the said *G. D.* his Executors, Administrators, and Assigns, all and every sum, or sums of mony, and other benefits, as shall be recovered, obtained, or gotten, upon, or by reason of the said Actions, Suits, Judgements, and Executions, or any of them, without any manner of Let, Interruption, or Disturbance of the said *G. O. J. M.* or *E. W.* their, or any of their Executors and Administrators, and without any account, reckoning, or other thing therefore by the said *G. D.* his Executors, Administrators, or Assigns, to be yielded, made, or done. Provided allwayes, and the said *G. D.* for him, his Executors, Administrators, and Assigns, and every of them, covenanteth, granteth, and agreeth to, and with the said *G. O.* his Executors, Administrators, and Assigns, by these Presents, That if the said *G. O.* his Executors, Administrators, or Assigns, or any of them, do well and truly pay or cause to be paid unto the said *G. D.* his Executors, Administrators, or Assigns, or any of them, the sum of &c. in the said 9th. day &c. which shall be &c. at, or in the now dwelling house of the said *G. D.* scituate

A Covenant to permit the Assignee to sue the Bond given for performance of Covenants if any breach be without release or discontinuance &c.

That the Bond or Covenants are not, nor shall not be released without consent &c. and the Assignee to have the benefit of such suits.

Proviso that if the Assignor do pay a sum of Money to the Assignee.

This Indenture and an Obligation to be void, and the Assignee to deliver up the Letters Patents and Writings recited.

and being &c. between the hours of &c. without fraud or further delay: That then, as well this present Indenture of Bargain and Sale, as also one single Obligation of the date hereof, wherein the said *G. O.* standeth bound and surely holden unto the said *G. D.* in the Sum of &c. payable in the &c. which shall be, &c. utterly void and of none effect in the Law, to all intents and purposes; and that then the said *G. D.* his Executors or Assigns, shall after the full Payment and Receit of the said Sum of, &c. at the day, and time, and place above mentioned, well and truly re-deliver, or cause to be re-delivered, unto the said *G. O.* his Heirs, Executors, or Assigns, the foresaid Letters Patents, Indentures of Assignments, and the said recited Writing Obligatory of the sum of, &c. and this present Indenture, and the said single Obligation, wherein the said *G. O.* standeth bound unto the said *S. D.* in the sum of, &c. which shall be Cancelled and made void without fraud or coven. Provided alwayes, If default be made or had in the payment of the said sum &c. contrary to the form, effect, true intent and meaning of these Presents; then this present Grant and Assignment of the Premisses, and the said single Obligation, &c. thereof made, and all other Writings concerning the same, shall stand, abide, and remain to the said *G. D.* his Executors, Administrators, and Assigns, absolutely without any manner of condition, in full strength and virtue. In Witness whereof, &c.

But if default be made in payment then this Assignment &c. to stand absolute without any Condition.

An Assignment of a Bond.

This Indenture made &c. Between *J. S.* and *H. D.* on the one party, and *J. S.* on the other party, Witnesseth, That whereas *H. F.* by his Obligation by him sealed and delivered as his Deed, bearing date &c. is and doth stand holden and firmly bounden unto them the said *J. S.* and *H. D.* in 250 l. of lawful Money of *England*, to be paid unto the said *J. S.* and *H. D.* or their certain Attorney or Executors, with Condition indorsed upon the said Obligation of, and for the true payment of the sum of &c. and further, as by the said Obligation and condition more appeareth. Now this Indenture Witnesseth, That they the said *J. S.* and *H. D.* for divers good reasonable and lawful causes and considerations them thereunto moving, Have bargained, granted, assigned, and set over, and by these presents, for themselves, their Executors, Administrators, and Assigns, do bargain, grant, assign, and set over unto &c. the said Bond, Obligation, or Writing Obligatory of 250 l. and all the Estate, Right, Title, Debt, Benefit and Profit of the same, which they the said *J. S.* and *H. D.* or either of them, now have, or ought, or be entituled to have in, or to the same: And all the Profit, Debt, and Benefit of the said Bond, Obligation, or Writing Obligatory of 250 l. And also all and singular Debts, Duties, Penalties, Sums of Mony, and all other Duties whatsoever contained, mentioned, or specified, and which is, or shall be in right and equity due or payable, by force of, or upon the same: To have and to hold unto the said *J. S.* her Executors and Assigns, to the only proper use, behoof,

Recital of the Obligation.

Consideration.

Assignment.

Habend.

behoof, and benefit of the ſaid *J. S.* her Executors and Aſſigns: And they the ſaid *J. S.* and *H. D.* for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, do covenant by theſe preſents, to and with the ſaid *J. S.* her Executors and Aſſigns, that the ſaid Bond, Obligation, or Writing Obligatory of 250 l. is already forfeited by the non-payment of the ſaid ſum of 120 l. And that the ſaid Bond, Obligation, or Writing Obligatory of 250 l. and all and every ſum and ſums of Mony, Penalty, Forfeitures, Debts, and Duties, in the ſame contained or mentioned, at the time of the enſealing and delivery hereof, are not, nor is not by the ſaid *J. S.* nor by any other by his conſent to his knowledge, received, releaſed, diſcharged, levyed, executed, or ſatisfied. And that he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, nor any of them, ſhall not at any time or times hereafter, releaſe, diſcharge, or make void the ſaid Bond Obligation, or Writing Obligatory of 250 l. nor otherwiſe any ſum or ſums of Mony, Penalty, Forfeiture, Debt, Duty, Covenant, or Grant, in them, or any of them, contained or mentioned; neither that any perſon or perſons, by the aſſent, aſſignment, or conſent of the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, other then the ſaid *Ja. S.* her Executors or Aſſigns, Deputy or Deputies authorized; and ſuch perſon and perſons as ſhall be authorized by theſe preſent Indentures, ſhall commence and proſecute any Action or Actions, Suit or Suits, for, by, or upon, or by reaſon of the ſaid Bond or Writing Obligatory; or for, by, and upon any ſum or ſums of Money or other Debt or Duty in the ſame contained, either againſt the ſaid *H. F.* his Executors, Adminiſtrators, or Aſſigns, or any of them; or any other perſon or perſons, claiming or holding, in, by, or under the Right and Title of the ſaid *H. F.* or any of them; or any of their Goods or Chattels; or their or any of their Bodies, Lands, Tenements, and Hereditaments, within the Realm of *England*; nor otherwiſe ſhall have, enjoy, take, challenge, or demand to his own uſe and benefit, any Debt or Profit, in, of, or upon, touching or concerning the ſaid Bond, Obligation, or Writing Obligatory of 250 l. or any ſum or ſums of Mony, Debt, Penalty, or other Duty, to be due or payable, by, or by force of the ſame; or touching, or concerning any other of the Premiſſes, without the ſpecial Licence, Agreement, and conſent of the ſaid *Ja. S.* her Executors, Adminiſtrators, or Aſſigns, or ſome of them firſt had and obtained in Writing. And further alſo, For the better ſtrengthening and corroborating of the ſaid grant and aſſurance of the Premiſſes, the ſaid *Jo. S.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, as well hath, conſtituted, ordained, deputed, and in his place put; and by theſe Preſents, doth conſtitute, ordain, depute, and in his place put the ſaid *Ja. S.* his true, lawful, and irrevocable Attorney; as alſo doth further grant to, and for the ſaid *Ja. S.* her Executors, Adminiſtrators, and Aſſigns, that it ſhall, and may be lawful to, and for the ſaid *Ja. S.* her Executors, Deputy, Attorney, and Aſſign, and every of them, at all times hereafter, and from time to time, for, and until execution be had upon the ſaid Bond, Obligation, or Writing Obligatory of 250 l. at her free will and pleaſure, for, and in the

Covenant that the Bond is forfeited.

The mony unpaid.

That it neither is, or ſhall be releaſed by, &c.

That the Obligee ſhall not releaſe.

That none ſhall ſue or take benefit by the Obligation, but the Aſſignee, without the Aſſignees conſent.

Letter of Attorney.

name and names of the ſaid *Jo. S.* and to the only uſe of the ſaid *Ja. S.* her Executors and Aſſigns; and at the only coſts and charges in all points of the ſaid *Ja. S.* her Executors, Adminiſtrators, and Aſſigns, lawfully to arreſt, ſue, or implead the ſaid *H. F.* his Executors, and Aſſigns; and all and every other perſon and perſons needful, and as the ſame ſhall permit, for, and upon the ſaid recited Bond, Obligation, or Writing Obligatory of 250 l. and otherwiſe to commence, proſecute, and follow, any lawful Proces, Suit, Action, Plaint, Plea, or Information, in any Court or Courts whatſoever, and before any Judge or Judges whatſoever. And likewiſe alſo to plead any Plea or Pleas, and to proceed and joyn any Iſſue or Iſſues, and thereupon to pray Judgement and Judgements, and ſue and take lawful Execution and Executions, Extent and Extents whatſoever, for and in the name and names of the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns; by, or upon the ſaid Obligation, or Writing Obligatory of 250 l. for any pain, penalty forfeiture, ſum and ſums of Mony, or other Debt, Duty, or Demand therein contained, mentioned or ſpecified againſt the ſaid *H. F.* his Executors, Adminiſtrators, or Aſſigns, or any of them; and againſt all and every other perſon and perſons needful, as the Law ſhall permit, againſt their and every of their bodies; and likewiſe againſt their and every of their Lands, Tenements, Hereditaments, Goods, and Chattels; of, for, and concerning the levying, payment, and ſatisfaction of the ſaid Bond, Obligation, and Writing Obligatory; and all and every the ſum and ſums of Mony, and other the Debts, Duties, Penalties, and Forfeitures, therein contained or mentioned; and thereby, or by force thereof, to be due and payable, for, and during, and until ſuch time as the ſame ſhall be fully and truly ſatisfied, and diſcharged, and recompenſed unto the ſaid *J. S.* her Deputy, Attorney, Executors, and Aſſigns. And the ſaid *Jo. S.* doth further covenant and grant, for himſelf, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, to and with the ſaid *Ja. S.* her Executors, Adminiſtrators, and Aſſigns; that he the ſaid *Jo. S.* his Executors Adminiſtrators, and Aſſigns, and every of them, ſhall and will from time to time, and at all and every time and times hereafter, at the only coſts and charges in all points of the ſaid *J. S.* her Executors, Adminiſtrators, and Aſſigns, avow, juſtifie, and maintain all and ſingular the ſaid lawful Arreſts, Suits, Proceſſes, Actions, Plaints, Pleas, Iſſues, Judgements, Executions, and Extents ſo to be made, commenced proſecuted, followed, prayed, or taken as aforeſaid: And alſo, that he the ſaid *Jo. S.* his Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall not wittingly nor willingly be non-ſuit in any ſuch Action or Actions, Suit or Suits, Plea, Plaint, or Proceſs, nor otherwiſe delay, releaſe, determine, diſcontinue, or otherwiſe make fruſtrate or void, any ſuch Suit or Suits, Proceſs or Proceſſes, Action or Actions, Plaint or Plaints, Plea or Pleas, Iſſue or Iſſues, Judgement or Judgements, Execution or Executions, Extent or Extents whatſoever, or any Proceſs or Proceedings before, by theſe Preſents indented, or ſpecified to be thereupon taken or purſued, nor otherwiſe ſhall nor will by any wayes or meanes whatſoever, diſagree unto, reycke or countermand the ſame, or any

To avow Suits upon the Bond.

Not to be non-ſuit, or releaſed.

any lawful Grant, Clauſe, Matter, Aſſignment, or Authority, limited, granted, given, appointed, in or by theſe Preſents, or thereby mentioned, or truly intended, or any part or parcel thereof in any wiſe. And further alſo, That the ſaid *Ja. S.* her Executors, Adminiſtrators, and Aſſigns, and every of them ſhall and may from time to time, and at all and every time and times hereafter, levy, take, receive, have, hold, poſſeſs, and enjoy, to their ſole, only, and proper uſe and behoof as aforeſaid, all and ſingular ſum and ſums of Mony, Lands, Tenements, Hereditaments, Goods, and Chattels, Advantages and Commodities whatſoever; which at any time or times hereafter, ſhall be lawfully had, levyed, extended, adjudged, or recovered, by any lawful wayes or means whatſoever, by force of the ſaid Bond, Obligation, or Writing Obligatory of 250*l.* or any matter or thing in theſe Preſents contained. And further alſo, That he the ſaid *Jo. S.* his Executors, Adminiſtrators, and Aſſigns, ſhall at all time and times hereafter, upon reaſonable requeſt to him or them to be made by the ſaid *Ja. S.* her Executors, Adminiſtrators, or Aſſigns, at the coſts and charges in the Law of the ſaid *Ja. S.* her Executors, or Aſſigns, make, do, and ſuffer to be be done, all and ſingular further lawful and reaſonable act and acts, thing and things, conveyance and conveyances in the Law, as by the ſaid *Ja. S.* her Executors, Adminiſtrators, or Aſſigns, or any of their Councel learned ſhall be reaſonably deviſed, adviſed or required. So as &c. for the ſure Making, Granting, Paſſing, and aſſuring, unto the ſaid *Ja. S.* her Aſſigns of the ſaid Bond, and all ſums of Mony thereby to be due or payable; and alſo of all and ſingular ſuch Lands, Tenements, Hereditaments, Goods and Chattels of any perſon or perſons which ſhall be extended, recovered, had or taken in Execution, by or upon any Suit, Judgement, or Execution to be had or given, by, or upon the ſaid Bond, and of all other Debts, advantages, profits and commodities, which ſhall, or may grow, come, or be by having of the body of the ſaid *H. F.* his Executors, Adminiſtrators, or Aſſigns, in Priſon upon any action or Execution by force of the ſaid Bond and Obligation of 250*l.* or in any matter or thing in theſe preſents contained or mentioned. And laſtly, The ſaid *Jo. S.* for himſelf, his &c. doth further covenant, grant, and fully agree to, and with the ſaid *Ja. S.* her Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, that ſhe the ſaid *Ja. S.* her Executors, and Aſſigns, for any act heretofore done, or hereafter to be done by the ſaid *Jo. S.* his Executors, or Adminiſtrators, ſhall or may have full power and authority by virtue of theſe Preſents, either in her own name (if Law will ſo permit) or otherwiſe in the name of the ſaid *Jo. S.* his Executors and Aſſigns, at her will and pleaſure, to releaſe, diſcharge, compound or agree, with any perſon or perſons to whom it it ſhall appertain, or be thought expedient or needful, of, for, or concerning the ſaid Bond, Obligation, or Writing Obligatory, and for, and concerning any ſum or ſums of Mony, Debt, Penalty, Forfeiture, Duty, Benefit, Execution, Extent, Advantages, Profit, and Commodity whatſoever, of the ſaid Bond and Obligation of 250*l.* aforeſaid; or of, for, or concerning any other the premiſſes covenanted, promiſed, agreed, aſſigned, or ſet over, or authorized to be levyed, taken, or raiſed thereupon. In Witneſs *&c.*

The Aſſignee to have what ſhall be recovered to her own uſe.

Further aſſurance.

As well of the Bond, as of what ſhall be recovered thereby.

To releaſe, compound, or agree, &c.

A very good Assignment of a Lease.

Recital of the Lease.

THis Indenture made *&c.* Between *A.B. &c.* of the one party, and *C.D.* of the other party, Witnesseth, That whereas *H. A.* deceased, by the name of *H.A.* of *W.* in the said County, Gent. by his Indenture of Lease under his Hand and Seal, bearing date the 1. of *May* in the 38 year of the Raign of our late Soveraign Lady Queen *Elizabeth* of *England, &c.* for the considerations therein mentioned, did demise, grant, betake, lease, set, and to Farm-lett, unto the said *C.D.* and his Assigns, all that, and those the Messuage and Tenement, with the Appurtenances, in *B. &c.* called *R.* house, then or late in the Tenure, holding or occupation of *A.B.* Father of the said *A.B.* or of his Assign or Assigns; or by what other name soever the said Messuage was then called or know *&c. To have and to hold* the said Messuage and Tenements, and all and singular the said Edifices, Houses, Buildings, Yards, Orchards, Gardens, Closes, Inclosures, Fields, Meadows, Pastures, parcels of Land, and all other the Premisses, with the Appurtenances before therein mentioned, to be demised whatsoever; and the Reversion and Reversions thereof unto the said *A.B.* his Executors, Administrators, and Assigns, from and immediately after the decease of the said *A. B. J. A.* and *Ann. A.* unto the end of the term; and for, and during all the whole term-time, and space of 41 years then next and immediately following, fully to be compleate, ended, and determined, without impeachment of any manner of Wast, for building, in, or upon the Premisses, or for digging or getting of Marle, or of any manner of Under-wood, to be spent and bestowed in, and upon the Premisses, and not elsewhere; yielding and paying therefore yearly, during the said term of 41 years, from and after the commencement thereof to the said *H. A.* his Heirs and Assigns, the yearly Rent of 13 *s.* 4 *d.* of *&c.* at the Feast-dayes of the Nativity of St. *John Baptist*, and the Birth of our Lord God, by even portions, the first day of payment thereof, to commence and begin at such of the said Feasts, as should chance to be next after the death of the Survivor, and longest liver of them the said *&c.* and further as in, and by the said Indenture of Lease, relation thereunto being had, may more plainly and at large appear. And whereas, The said *H. A. Alice A.* then wife of the said *H.* and E. Son and Heir apparent of the said *H.* for the more better confirming of the said Indenture of Lease, and the Estate and Term therein, and thereby granted, have by their Indentures of Covenants, bearing date the 2 day of *May* in the said 38 year of the Raign of our late Soveraign Lady Q. *Elizabeth*, for the consideration therein mentioned, covenanted, and agreed to, and with the said *A.B.* his Executors and Assigns, that the said *H. A. Alice* then his Wife, and the said *E. A.* the Son, should at the next Assizes, or General Sessions for Pleas, then to be holden at *Lancaster*, before the Justices or Justice of our said late Soveraign Lady Q. *Eliz.* her Heirs or Successors there for the time being

Recital of a Deed to Lev[illegible] a Fine.

being levy, and acknowledge a Fine *Sur Conuſance de Droit come ceo, &c.* with Proclamations in due form of Law, to *J. W.* and *J. S.* and their Heirs, of all and ſingular the ſaid Meſſuage and Tenement, and all and ſingular the Premiſſes, with the Appurtenances, compriſed and mentioned in the ſaid Indenture of Leaſe, by the name of one Meſſuage, 2 Gardens, 18 acres of Land, 6 acres of Meadow, and 7 acres of Paſture, with the Appurtenances in *B.* And, it was thereby further agreed by, and between all the ſaid parties, That the ſaid Fine ſo to be levyed and acknowledged, as is aforeſaid, at all times after the levying and ingroſſing thereof, and the Lands and Tenements therein to be contained, ſhould be to the uſes of the ſaid *A. B.* and his Aſſigns, for, and during all the Term of 41 years, mentioned in the Indenture of Leaſe, with other uſes therein expreſſed. And immediately after the determination of 41 years, then to the uſe of the ſaid *H. A.* his Heirs and Aſſigns for ever. And further, as in and by the ſaid laſt recited Indentures (relation being thereunto had) may more at large appear. And, whereas a Fine was levyed in the Court of our ſaid late Soveraign Lady Queen *Elizabeth*, at *Lancaſter*, upon Tueſday the 10th. day *Aug.* in the year of the Raign of our ſaid late Soveraign Lady Queen *Eliz. &c.* the 38. before her Majeſties then Juſtices at *Lancaſter*, and others between the ſaid *J. W.* and *J. S.* Plaintiffs, and the ſaid *H. A.* Gent. and *Alice* his wife, and *Ed. A.* Son and Heir apparent of the ſaid *H.* Deforeeants, of 1 Meſſuage, 2 Gardens, 18 acres of Land, 6 acres of Meadow, and 7 acres of Paſture, with the Appurtenances in *B.* as by the ſaid Fine more at large it doth and may appear. And whereas ſince the making of which ſaid Indenture of Leaſe, the ſaid *J. A.* and *Anne A.* are dead, Now this Indenture further witneſſeth, That the ſaid *A. B.* for and in conſideration of the ſum of 60 l. of good &c. to him in hand paid by the ſaid *G. D.* at, and before the enſealing of theſe preſents, whereof, and wherewith the ſaid *A. B.* doth hereby acknowledge himſelf well and truly ſatisfied and paid, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate, and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, and every of them, for ever by theſe Preſents, Hath given, granted, aſſigned, and ſet over, and by theſe Preſents, doth fully and abſolutely grant, aſſign, and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, all and every the ſaid Meſſuage and Tenement, Lands and Premiſſes *&c.* together with the recited Indenture of Leaſe, and all the Eſtate, Right, Title, Intereſt, Common Right, Power, Poſſibility, Claim and Demand whatſoever, which the ſaid *A. B.* now hath, or ought to have, or can, or may by any wayes or means hereafter, ask, challenge, or demand, of, in, or to the ſaid Meſſuage and Tenement, Lands, and other the Premiſſes before mentioned, or of, in, or to all, or any part or parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders of all and every the ſaid Premiſſes, with the Appurtenances whatſoever: To have and to hold, all and every the ſaid Meſſuage and Tenement, Lands and Tenements, and Hereditaments, and all other the Premiſſes whatſoever hereby granted, meant or mentioned to be granted, with all and ſingular their and every

For Confirmation of the Leaſe.

Recital that the Fine was Levyed accordingly.

Conſideration.

Aſſignment.

Habend.

of

of their Appurtenances, and every part and parcel thereof, together with the said Indenture of Lease; and all the Estate, Right, Title, Interest, Power, Possibility, Claim and Demand whatsoever, which the said *A. B.* hath, or ought to have, or can, or may by any means ask, challenge, or demand, of, in or to the said Messuage and Tenement, Lands, or other the Premisses, with the Appurtenances, or of, in, or to, any part thereof, and the Reversion or Revertions, Remainder and Remainders of all and every the said Premisses, to the said *C. D.* his Executors, Administrators, and Assigns, from and immediately after the death and decease of the said *A. B.* unto the end of the term, and for, and during all the whole term, time and space of 41 years then next and immediately ensuing and following, fully to be compleat, ended, and determined, without impeachment of, or for, any manner of Waste for building in, and upon the said Premisses, or any part thereof; or for digging or getting of *Marle*, or of any manner of Under-wood to be spent and bestowed in and upon the said Premisses or some part thereof, in as full, large, ample, and beneficial manner, and form, to all intents and purposes, as the said *A. B.* might or could in any wise have held and enjoyed the same, Yeilding and paying therefore yearly during all the term hereby granted to the Heirs of the said *H. A.* the yearly Rent of 13 *s.* 4 *d.* currant *&c.* at such Feasts and times as in the said Indenture of Lease is mentioned and declared. And, The said *A. B.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to, and with the said *C. D.* his Executors, Administrators and Assigns, and to and with every of them by these presents, That he the said *A. B.* now hath full power, good and lawful authority to grant and assign the said Messuage and Tenement, and all other the said Premisses, with the Appurtenances, to the said *C. D.* his Executors, Administrators and Assigns, for, and during all the term hereby granted, in manner and form aforesaid: And that he the said *C. D* his Executors, Administrators and Assigns, shall and may at all times, during the term hereby granted, and according to the true and plain meaning of these presents, peaceably and quietly have, hold, occupy and enjoy all and every the said Messuage and Tenement, Lands, and other the Premisses, with the Appurtenances, without any manner of let, stop, suit, trouble, ejection, eviction, interruption or disturbance of the said *A. B.* his Executors, Administrators, or Assigns, or any of them, or of any other person or persons whatsoever: And also acquitted, exonerated, discharged, or otherwise well and sufficiently saved and kept harmless, of and from all and all manner of former and other Bargains, Gifts, Grants, Assignments, Joyntures, Dowers, Judgements, Executions, Forfeitures; and of and from all other charges and incumbrances whatsoever, had, made, suffered or done, or hereafter to be had, made, suffered, or done by the said *A. B.* his Executors, Administrators, and Assigns, or any of them, or by any other person or persons whatsoever. And, The said *A. B.* for him, his Executors, Administrators, and Assigns, doth covenant and grant to and with the said *C. D.* his Executors, Administrators, and Assigns, and to and with every of them by these presents, That he the

Without impeachment of Waste.

Reddend. 13 *s.* 4 *d.*

Covenant that he hath power to Assign.

For quiet enjoying.

Saved harmless from Incumbrances.

the said *A. B.* shall and will at all times hereafter, and from time to time, during the natural life of the said *A. C.* at the reasonable request, costs and charges in the Law of the said *C. D.* his Executors, Administrators, or Assigns, do, make, knowledge and execute, or cause to be made, done &c. all and every such further act and acts, thing and things, conveyance and conveyances, assurance and assurances in the Law whatsoever, for the further assurance, surety, and sure making and conveying of all and every the said Messuage and Tenement, Lands, and other the Premisses before mentioned, with the Appurtenances, and every part thereof, to the said *C. D.* his Executors, Administrators, and Assigns, for and during all the term hereby granted, as by the said *C. D.* his Executors, Administrators, and Assigns, or any of them, or his or their Councel learned, shall be reasonably devised, advised, and required. And, That he the said *A. B.* shall and will at all times hereafter, and from time to time so often as need shall require, during the natural life of the said *A. B.* upon his and their own proper costs and charges, well and sufficiently repair, maintain and uphold all the houses and buildings, hedges and ditches, now in the occupation of the said *A. B.* and being parcel of, and belonging to the said Messuage and Tenement, and the same so repaired in good and Tenantable repair, shall and will leave and yield up at the death of the said *A. B.* And, The said *C. D.* for him, his Executors, Administrators, and Assigns, doth covenant and grant to, and with the said *A. B.* his Executors, Administrators, and Assigns, and to and with every of them by these presents, That he the said *C. D.* his Executors, Administrators, and Assigns, shall and will peaceably and quietly permit and suffer *E. B.* now wife of the said *A. B.* her Assigns, to have, &c. all and every that and those Buildings and parcels of Buildings, Lands, and Premisses hereafter mentioned, situate in *B.* aforesaid, and being parcel of, and belonging to the said granted Messuage and Tenement, (that is to say) all that Building called the Parlour, with all the Rooms, over and above the same, and all that part of the Chamber next adjoyning to the said Parlor, as 'tis now divided at the Sommer thereof, with liberty to bake and Brew in the Kitching, and to fetch water at the Well, and free way and passage into, and from the said Parlor and Kitchin: And also, That one Bay, or binding of Building, with a piece of Bay thereunto adjoyning, standing in the East-end of the Barn, and liberty in the Threshing Bay to Thresh in, winnow load, or unload, any manner of Corn, or Straw, with other Necessaries in the same; and liberty and free way of passage, with Carts, Carriages on Horseback, and on foot, into, and from the same, &c. And moreover, the said *A. B.* for the considerations aforesaid, hath given, granted, bargained and sold, and by these presents, doth freely and absolutely give, grant, bargain and sell unto the said *C. D.* all the Glass and inner Doors standing in the dwelling House belonging to the said Messuage, and in all other Chambers and Rooms belonging thereunto, and all the Shelves and Forms, as the same are now standing in the dwelling House and Rooms aforesaid, and all that Brass-Pan now used for a Furnace. To have, &c. all and every the said Goods and Chattels before mentioned, to the said *C. D.*

his

Covenant for further assurance.

That the Assignor shall repaire &c. during his life.

Covenant that the Assignee shall permit the wife of the Assignor to enjoy some rooms &c.

And to have liberty to Bake and Brew in the Kitchin, and to fetch Water at the Well.

A sale by the Assignor to the Assignee of the glass and inner doors, shelves &c.

Habend.

Proviso that the Assignor and his wife shall have the use of the Goods during their lives.

his Executors, &c. from the date hereof for ever. Provided, and it is agreed by, and between the said parties, That the said *A. B.* and E. his wife, shall have the usage of the said Goods, during their natural lives, and the longest liver of them, the same parcels of Goods standing, and so shall remain and stand in the same places where they now stand. In Witness whereof, &c. w

An Assignment of a Lease, with Covenants to transfer the benefit of the Covenants in the Lease, and of the Bond upon the same.

Recital.

THis Indenture &c. Between *E. N.* on the one party, and *R. B.* on the other party, Witnesseth, That, whereas *A. M.* Esquire Son and Heir of *R M.* &c. late Citizen and Alderman of *L.* demised, by his Indenture of Lease bearing date the 5th of *July* &c. did Demise &c. to the said *E. N.* all that Messuage or Tenement called the Sign of the *F.* &c. Scituate &c. except and reserved out of the said Lease &c. *To have* &c. yielding &c. as by &c.

Consideration. Assignment.

Now, the said *E. N.* for, and in consideration of the sum &c. whereof &c. hath bargained, sold, assigned, and set over, and by these presents &c. unto the said *R. B.* as well the said Indenture of Lease, as also all the Estate, Right, Title, Interest, Use, Possession, Reversion, term of years, Claim, and Demand whatsoever, which he the said *E. N.* hath, or ought to have, to, of, or in the said Messuage or Tenement, Shops, Cellars, Sollers, Water-houses, and to, of, and in all and singular other the Premisses, with the Appurtenances, and to, of, and in every part and parcel thereof, together with all Rents, and yearly Profits reserved upon any Demise, Lease, or Grant, which the said *E.* hath made of the Premisses, or of any parcel thereof. To have and to hold, all and singular the Premisses before by these Presents bargained, sold, assigned, and set over unto the said *R. B.* his Executors, Administrators, and Assigns, from henceforth, for, and during, and unto the full end and accomplishment of all the residue of the years that are now to come and unexpired of the said term of 30 years, in as large and ample manner and form in every respect as the said *E.* may, can, might, should or ought to have and enjoy the same by virtue of the said Indenture of Lease, or by any other wayes or means whatsoever.

Habend.

Covenant to discharge Incumbrances.

And, The said *E. N.* covenanteth &c. That the said Messuage or Tenement, Shops, Cellars, Sollers, Ware-houses, and all and singular other the Premisses, with their Appurtenances, and every part and parcel thereof, at the ensealing and delivery of these presents, are, and be, and so from henceforth lawfully may be, remain, and continue unto the said *R. B.* his Executors, and Assigns, for, and during all the residue of the said term of 30 years that are now to come and not expired, free and clearly acquitted, exonerated, discharged, or otherwise by the said *E. N.* his Executors, or Assigns, at all

all times saved and kept harmless, of, and from all and singular former Bargains, Sales, Gifts, Grants, Leases, Rents, arrearages of Rents, Reentries, Forfeitures, and of, and from all and every other charges, troubles and incumbrances whatsoever had, made, committed, or done by the said *E.* or by any other person or persons by, or under his Estate, Right, or Interest, The foresaid yearly Rent of &c. reserved by the said Indenture of Lease, and other the Covenants, Grants, Articles, and Agreements in the same Lease contained, which on the part and behalf of the said *E.* his Executors, Administrators, and Assigns, and every or any of them from henceforth are or ought to be paid, observed, performed and kept; And also, one Lease which heretofore the said *E.* hath granted by his Deed indented, bearing date &c. to *J. W.* &c. of a Shop, parcel of the Premisses for the term of &c. which did commence at the Feast &c. next ensuing the date of the same Lease, and upon which Lease, the yearly Rent of 6*l.* of lawful &c. is reserved; and during the continuance thereof, from henceforth shall be true and payable to the said *R. B.* and his Assigns, for any act had, made, or done by the said *E. N.* only except and foreprised. And further, The said *E. N.* covenanteth &c. in manner and form following; that is to say, That he the said *R. B.* his Executors, Administrators, and Assigns, at his and their own proper costs and charges, without any Nonsuit, Release, Retraxit, or other Lett, Prejudice, or Interruption of him the said *E.* his Executors, Administrators, or Assigns, not only shall and may have, pursue and maintain the name of the said *E.* his Executors, or Administrators, all and every Action and Sute, Judgement and Execution, upon all and every Bond, Covenants, Grants and Agreements whatsoever made unto him the said *E.* touching or concerning the Premisses, or any part thereof, But also that he the said *R.* his Executors and Assigns, shall, or may have and enjoy the full effect, advantage, and commodity of all and every such Bond, Covenant, Action, Sute, Judgement and Execution to his and their own use, for any Deed or Thing whatsoever, had, made, committed, or done, or to be hand &c. by the said *E.* his Executors or Administrators. And that he the said *E.* heretofore hath not released, discharged, or acquitted, or his Executors or Administrators, shall not release &c. hereafter any the Covenants, Grants, Agreements or Bonds aforesaid, without the request and consent of the said *R. B.* his Executors or Administrators or Assigns. And for the better prevailing in all and every the Sutes, Judgements and Executions aforesaid, shall, and will avouch and allow of all and every the said Sutes, Judgements and Executions which the said *R.* his Executors, Administrators or Assigns, shall bring and prosecute against any person or persons upon any the Covenants, Grants, Agreements, and Bonds, aforesaid, or any of them, either in the Name or Names of the said *E N.* his Executors, Administrators, or any of them. And The said *R. B.* covenanteth &c. That he the said *R.* his Executors, Administrators, or Assigns, shall at all times hereafter, and from time to time clearly acquit, discharge, save and keep harmless the said *E.* his Executors and Administrators, against the said *A. M.* his Heirs and Assigns and all others, as well of, and for the payment

Exception.

Covenant that the Assignee may sue in the Assignors name.

And have the benefit to his own use.

That the Assignor shall not release without consent.

And shall avow, &c.

That the Assignee shall save the Assignor from all Rents, &c.

payment of the said yearly Rent of &c. reserved by the said Indenture of Lease, which from henceforth shall grow due to be paid by virtue of the same Indenture, as also of, and for all and every Covenant, Grant, Article and Agreement comprised or specified in the said original Indenture of Lease, which on the part and behalf of the said E. his Executors, Administrators, and Assigns, and every, or any of them from henceforth shall of right accrue, or grow to be performed or kept according to the purport and true meaning of the said Indenture of Lease; and also of, and from all and every Bond and Specialty made by the said *E.* to the said *A. M.* for performance of the Covenants, Grants, and Agreements comprised in the said original Indenture of Lease. And, The said *E. N.* covenanteth &c. That he the said *R.* his Executors, Administrators, and Assigns, shall, or may have, hold, and enjoy the said Messuage, &c. and all other the Premisses above by these presents bargained and sold, for and during all the residue of the said term of &c. now to come and not expired by and under the payment of the said yearly rent of &c. and the performance of the Covenants and Agreements aforesaid contained in the said Indenture of Lease hereafter to grow due, to be paid and performed on the behalf of the said *E.* and his Assigns, without any Lett or Impediment to happen by the said &c. or by reason of any Act or Thing heretofore by him or his Assigns, done, caused, or committed; The said Lease made to the said *J. W.* only except. In Witnesse *&c.*

And perform Covenants.

That the Assignee paying the Rent and performing the the Covenants in the Original Lease shall enjoy &c.

An Assignment of two Leases.

Several Recitals, Consideration and Assignment of the two Leases.

THis Indenture &c. Witnesseth, &c. That whereas &c. And whereas moreover &c. the said *T. T.* in consideration &c. Hath bargained, sold, aliened, transported, assigned and set over, and by these presents &c. unto the said *H. W.* his Executors, Administrators, and Assigns, to the proper use and behoof of the said *H. W.* his Executors, Administrators, and Assigns, as well the said two several Indentures of Leases above recited, and either of them; as also all and every the right, title, estate, interest, term and terms of years, claim and demand, that he the said *T. T.* hath, should, may, might, or ought to have, or claim of, in, and to the said Tenement &c. and all and singular other the Premisses by the said several Indentures of Leases, or either of them severally demised, with all and every their Appurtenances by virtue or means of the same several recited Indentures of Leases, or either of them, or any Thing or Things in them, or either of them contained or mentioned; or otherwise. And, The said *T. T.* covenanteth &c. That the said several Indentures of Leases, and either of them, and also all and every the several Premisses by them, or either of them, demised, or letten, and every part and parcel thereof, shall from time to time, and at all times hereafter, remain, continue, and be

Covenant that that the premisses assigned.

be unto the said *H.W.* his Executors, Administrators, and Assigns, according to the true meaning and intent of this present Indenture, for and during all the residue of the said several terms of years, in the same several Indentures of Leases severally mentioned or expressed, free and clearly discharged, or otherwise by the said *T.* his Executors, &c. sufficiently saved harmless, of and from all and singular former Bargains &c. had, made, done, and committed, by the said *T.* or by any other person or persons, by his assent, title, or procurement; The Rents, and Covenants in the said Indentures of Leases, of either of them contained, or specified, and every of them from henceforth to be due, paid, performed, or done, for the several Premisses aforesaid, and also on Re-entry supposed to be made by *J. C.* into the Premisses demised by the said *J. H.* to the said *T. T.* as aboveſaid, only except and fore-prised. In Witness, *&c.*

Shall be to the Assignee during the Terms free from Incumbrances, except the Rents and Covenants in the Original Lease.

An Assignment of a Lease not in Esse.

THis *Indenture*, &c. Between *J. P.* &c. on the one party, and *R. R.* on the other party, *Witnesseth*; That whereas *R. R.* Kt. deceased, by his Indenture of Lease, dated &c. for the consideration therein mentioned, did Grant, Demise and lett to Farm unto the said *J. P.* by the name &c. for the term of 21 years next to ensue, from the Feast &c. which should be in the year of our Lord God 1650. and for certain yearly Rents therein reserved, all that his Mannor place or Farm-house &c. except as in the said Indenture of Lease is excepted: As by the said Indenture of Lease, containing divers other Covenants, Articles, and Agreements, more at large it may and doth appear. The said *J. P.* for and in consideration of the sum of 180 l. &c. whereof &c. Hath bargained, sold, granted, aliened, assigned, and set over, and by these presents doth fully, clearly, and absolutely bargain &c. as well the said Indenture of Lease, and all the *Estate* and term of years, thereby granted and limited, or mentioned to be granted or limited, of and in the said Mannor, Place, or Farm-house, and all and singular other the Premisses with their Appurtenances, and every, or any part or parcel thereof: And all the Right, Title, Interest, Reversion, Term of years, and Demand whatsoever, that he the said *J. P.* hath, may might, should, or of Right ought to have, by virtue or means of the said Indenture of Lease or otherwise of, in, or to the same Mannor, Place, or Farm-house, and all other the Premisses, with their Appurtenances, or any part or parcel thereof: As also one Deed of *R.* now Lord *R.* under his hand and Seal, bearing date 4. *Martii ultimo praterit*, whereby he hath for him, his Heirs, Executors, and Assigns, given his full assent, consent, and agreement, with full power and authority unto the said *J. P.* to give, alien, lett, or sell, the same Lease to any person or persons, at the best discretion of him the said *J. P.* for so many years as the said Lease doth continue, and not above. *To have*, hold,

Recital.

The Assignment.

Habend.

bold, and enjoy the same, together with the said Estate and term of years, and all and singular other the Premisses, and every part and parcel thereof, to the said *R. R.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof, for, and during all the said term of 21 years, contained or mentioned in the said recited Indenture of Lease, in as large and ample manner and form, as the same and every or any of them may be had, holden, and enjoyed, in or by the Law. *Covenant to save from Incumbrances.* And, The said *J. P.* covenanteth &c. That the said Indenture of Lease, and the Estate and term of years aforesaid, and every part and parcel thereof, and all and singular other the Premisses, above by these presents mentioned to be bargained, sold, or assigned over, and every parcel thereof, now are, and be, and at the said Feast, &c. which shall be in the said year of our Lord God 1650. shall be, and from thenceforth for, and during all the said term of 21 years, mentioned in the said Indenture of Lease, shall or may remain, be, and continue unto the said *R. R.* his Executors, Administrators, and Assigns, and by him and them, to his and their own proper use and behoof shall, or lawfully and quietly may be, for and during all the said term of 21. years, had, holden, occupied, possessed, and enjoyed, free, and clearly, discharged, or otherwise by the said *J. P.* his Heirs, Executors, or Administrators, sufficiently saved harmless, of and from, all and all manner of Bargains, Sales, Assignments, Grants, Leases, Alienations, Incumbrances act and acts whatsoever, had made, done, occasioned, or willingly suffered to be had &c. by the said *J. P.* his Executors, or Administrators, or any of them, or any other person or persons, by his or their means, consent, procurements, the Rents, Covenants, Articles, Conditions, and Agreements specified in the said Indenture of Lease, on the behalf of the said *J. P.* or his Assigns, to be paid and performed, only except and foreprised: for and and concerning the which Rents &c. and every of them, the said *R. R.* covenanteth &c. that he the said *R.* his Executors, Administrators, or Assigns, shall and will save harmless the said *J. P.* his Executors, and Administrators, and every of them, for and during the said term of 21 years, contained in the said Indenture of Lease. *In Witness, &c. Dat. 26 July.*

An Assignment of several terms in Leases of a Ferry by Letters Patents.

Recital of Letters Patents. THis Indenture &c. Between *T. M.* &c. and *U.* his wife of the one party and *T. L.* of the other party. *Witnesseth*, That whereas our late Soveraign Lord King *James*, by his Highness Letters Patents, bearing date &c. for the considerations therein specified and expressed, did demise, grant, betake, and to Farm let unto *E. C.* and *B. S.* Gent. among other things, All that passage of water upon the *Thames*, called *Ferry*, with all and singular the profits, commodities, and advantages whatsoever, to the said Passage belonging or appertaining, lying, and being in the Town of

of *R.* in the County of *S.* between &c. on the West end &c. *To have and to hold*, to the said *E.C.* and *E.S.* their Executors, and Assigns, from the Feast of the Annunciation of the blessed Virgin *Mary*, which then should be in the year of our Lord God 1622. unto the end and term, and for and by, and during all the term of 40 years, from thence ensuing, and fully to be compleate and ended. Yeilding and paying therefore from thenceforth, yearly unto the said late Kings Majesty, his Heirs and Successors, the yearly Rent of 13*s.* 4*d.* of lawful Mony of *England*, at the Feast of Saint *M.* the Arch-angel, and the Annunciation of the blessed Virgin *M.* at the receipt of the Exchequer of his Highness, his Heirs and Successors. or to the hands of the Bayliffs, or Receivers of the Premisses for the time being, by equal portions to be paid, during the term aforesaid, granted in and by the said Letters Patents, as in and by the said Letters Patents, amongst other things therein contained, more plainly and at large it doth or may appear. The residue of which term by mean Assignments and Conveyances in the Law, came to the Right Honourable the Lady *J.* Countess of *S.* as by the same mean Assignments and Conveyances may further appear. And whereas, one *G.W.* &c. did by his Indenture of Lease, bearing date &c. according to a licence in that behalf, Demise unto one *N.W.* amongst other things five acres of customary Lands in the Fields of *T.* &c. for the term of 42 years from thence next ensuing, and fully to be compleat and ended And whereas, *M.W.* late wife of the said *N.W.* and sole Executrix of his last Will and Testament, by her Deed in Writing, bearing date &c. did for the considerations therein expressed, Grant and Assign unto one *J.B.* the residue of the said term of 42 years, in one acre and one rood of arable Land, being parcel of the said five acres, lying in and upon one Flat or Furlong of ground called the *W.* in the East field of *T.* aforesaid, towards the said Ferry, which by mean Assignments and Conveyances in the Law, came to the said Countess of *S.* as by the same may appear. And whereas, The Right Honourable Lady *M.* Countess of *H.* did by her Indenture bearing date &c. lett and set to the said Countess of *S.* two Messuages called the Ferry Meads, containing, &c. one other Medow containing &c. one other close called by the name of the Plow-close, containing &c. lying, and being in the Parish of *T.* aforesaid, with all waies, easements, commodities, and Appurtenances thereunto belonging. *To have and to hold*, to the said Countess of *S.* and her Assigns, from the Feast day of the Annunciation of the blessed Virgin *Mary* last past before the date thereof, for and during the term of six years from thence next ensuing, at and under the yearly Rent of 20 *l.* payable in such manner and form as in that Indenture is mentioned, as by the said Indenture may further appear. And whereas, The said *J.* Countess of *S.* by her last Will in writing, bearing date &c. did bequeath to the said *V.* by the name of *V.C.* the said several Terms of and in the Premisses, and of the same her Will, made the said *V.* her sole Executrix; who since the decease of the said Countess, hath in due form of Law proved the said Will, and taken upon her the Execution thereof, as by the same Will, and Probate thereof, under the Seal of the

Habend in the Letters Patents.

Recital of a Lease of Lands.

The Recital of a Lease of two Meadows.

Recital of a Will.

The Assignment of the Leases.

prerogative Court of *Canterbury*, may further appear. Now, this Indenture Witnesseth, that the said *T. M.* and *U.* his wife for a good and valuable consideration in mony to them paid by the said *T. L.* the receipt whereof they do ackowledge by these presents, Have granted, bargained, sold, assigned, and set over; and by these presents do grant, bargain, sell, assign, and set over, unto the said *T. L.* the said Leases mean Assignments, and conveyances, and all the residue of the said several Terms yet to come in the Premisses, and every part and parcel thereof, and all their Right, Title, Terms, Interest, Estate and Demands, of, in, or unto the same Premisses, and every part and parcel thereof, and all those two Boates commonly called the one by the name of the Horse-boat, and the other by the name of the Ferry-boat, riding or rowing, at or neer the said Ferry with the chains and other things thereunto belonging. To

The Boats.

Habend.

have and to hold, the said Boats with the said chains and other things thereunto belonging unto the said *T. L.* and his Assigns, as his and their own proper Goods, and Chattels for ever. And, To have and to hold,

Habendum to Lands.

all the residue of the Premisses, unto the said *T. L.* and his Assigns, for and during all the residue of the said several terms respectively, and in as ample manner and form, to all intents and purposes, as the said *T. M.* and *U.* his wife, or either of them, their or either of their Executors, or Assigns, may, can, or ought to hold, and enjoy the same by force of the said Letters Patents, Leases, Assignments, Conveyances and Devises, or by any of them, and by any other waies and means whatsoever. And, The

Covenant for enjoying.

said *T. M.* for himself his Heirs, Executors and Administrators, and for every of them, doth covenant promise and agree to, and with the said *T. L.* his Executors, and Assigns, by these presents that he the said *T. L.* his Executors, and Assigns, shall or may from henceforth during the residue of the said term of 42 years, hold and enjoy the said one acre and

A Covenant for quiet enjoying.

one Rod of arable Land in the said flat or furlong called the *W.* and receive and take the Rents, Issues and profits thereof to his or their own use, without any lett, suit, trouble, eviction, expulsion, disturbance, interruption or incumbrance of or by the said *T. M.* and *U.* his wife or either of them, or of, or by any person or persons, having or claiming either in Law or in equity, by from or under them or either of them, or by from or under the said Countess of *S.* or by from or under *H. L.* Kt. or by from or under his or her or their, or either, or any of their Right, Title, Interest, Act, Estate, Means, Assent, Privity, or Procurement. And, That the said *T. L.* his Executors, and Assigns under the several Rents, Covenants and Agreements, respectively in the said Letters Patents and Leases thereof contained, shall or may from henceforth have, hold, and enjoy all the residue of the Premisses and every part and parcel thereof and take and receive the Rents, Issues, and profits thereof, to his and their

A Covenant to free the premisses from encumbrances.

own use, during the residue of the said several terms therein yet to come and unexpired, without any let &c. other then such as claim by force of the Lease hereafter in these presens excepted. And, the said *T. M.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, grant, and agree, with the said *T. L.* his Executors, and

Assigns,

Assigns, by these presents, That all and singular the Premisses, and every part thereof, shall remain continue, and be unto the said *T. L.* and his Assigns, during the said several terms respectively, free and clear, or otherwise well and sufficiently saved and kept harmless, of, and from all and every other Grants Bargains, Sales, Devises, Leases, Assignments, Charges, and Incumbrances whatsoever, had, made, committed, done, or suffered, of or by them the said *T. M.* and *V.* his Wife, or either of them, their, or either of their Executors, or Assigns, or any of them; or by any other person or persons, having or claiming by, from, or under them, or either of them; or by, or under the said Countess of *S.* or by, from, or under her, their, or any of their Right, Title, Interest, Act, Estate, Assent, Means, privity, or procurement, except the Rents, Covenants, and Services, in the said Letters Patents, and Leases of the Premisses respectively contained; and which from henceforth shall first grow due, of, or on the behalf of the Lessees and Patentees thereof, are, or ought to be done or performed, in respect of the Premisses, or any of them; and except only one Lease, by Indenture bearing date &c. made by the said Countess of *S.* of the said Passage or Ferry to *W. G.* and *H. G.* for the term of 20 years, from the Feast of the Annunciation of the Blessed *Virgin Mary* then last past, whereupon the yearly Rent of 16*l.* is reserved, payable in such sort, as in that Indenture is mentioned; which from henceforth, during all the residue of that term, shall remain, continue, and be payable to the said *T. H.* and his Assigns, according to the reservation of that Lease. And whereas, The said *H. G.* and *W. G.* by their Obligation bearing date &c. became bound to the said Countess of *S.* in the sum of 40*l.* of lawful Mony of *England*, with condition there under written for their performance of all the Covenants, Grants, and Agreements, on their parts to be performed, mentioned in the said Indenture of Lease to them, made by the said Countess of *S.* as aforesaid; the benefit of which Obligation, the said *T. M.* hath agreed, shall wholly come and accrew to the said *T. L.*: Now the said *T. M.* to that intent, doth hereby, for the considerations aforesaid, grant and assign the said Obligation and benefit thereof to the said *T. L.* and doth hereby give and grant unto him the said *T. L.* full power, warrant, and authority (in case the Condition of the said Obligation shall be broken) in the name of him the said *T. M.* and the said *V.* or either of them, to commence and prosecute such Suits thereupon, and do and execute all such Acts, either for recovering of the mony which shall become due thereupon, or for releasing or discharging of the said Obligation, as he the said *T. L.* shall think fit. And lastly, The said *T. M.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, grant, and agree to, and with the said *T. L.* his Executors, and Assigns, by these presents: That he the said *T. M.* and the said *V.* his wife, and either of them, their, and every of their Executors, and Administrators, and all, and every other person and persons, having, or claiming, either in Law, or in Equity, by, from, or under them, or either of them, or by, from, or under the said Countess of *S.* shall, and will from time to time, and all times hereafter, at the rea-

Exceptions.

Assignment of an Obligation for performance of Covenants.

A Covenant for further assurance.

sonable request, cost, and charges, in the Law of the said *T. L.* his Executors, or Assigns, do, and execute all such acts for the further and better conveying of the Premisses, or any part or parts thereof, unto the said *T. L.* his Executors, and Assigns, for, and during the residue of the said several terms respectively, and enabling the said *T. L.* his Executors and Assigns, to have, recover, and receive the benefit of the said Obligation, as by the said *T. L.* his Executors, or Assigns, or any of them, shall be reasonably required. *In Witness, &c.*

An Assignment of Lands granted by Letters Patents, as a security for performance of Covenants, another Indenture.

Recital of the Letters Patents.

THis Indenture made *&c.* Between *J. P.* of *&c.* of the one party, and *C. D.* of *&c.* of the other party, *Witnesseth*; That whereas our Soveraign Lady the Queen, by her Graces Letters Patents, bearing date *&c.* did give, grant, and assure unto *P. C.* Knight, all that the Scite of the late Monastery of *J.* with the Appurtenances in the County of *S.* and all Orchards, Gardens, and other Commodities to the same belonging, and all that Park or Ground imparked, contained, by esteemation, nineteore Acres, commonly called *W. Park* in the said County of *S.* to the said Monastery belonging *&c.* and all the Rents, Reversions, and Services of all and singular the same Premisses, and every of them, to have, hold, and enjoy the said Scite, Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Pastures, Rents, Reversions, and Services, and all and singular other the Premisses, with the Appurtenances, to the said *P. C.* and to the Heirs of the body of the said *P. C.* lawfully begotten, or to be begotten, and after the foresaid estate of the said *P. C.* for default of such Issue of his body lawfully begotten, determined, the remainder of all and singular the Premisses with their Appurtenances, and of every parcel thereof to the said *P.* his Executors, and Assigns, for, and during the term of 12 years then next following, and fully be compleat and ended, as by the said Letters Patents, bearing date as aforesaid, more at large it doth and may appear.

Habend in the Letters Patents.

Recital of a Demise.

And whereas the said *P. C.* for sundry causes him moving, by his Indenture bearing date &c. did demise, grant, set, and to Farm-let, unto the said *J. P.* all the said Scite, Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Pastures, Reversions, Services, and Hereditaments, with all and singular their Appurtenances before named; To have and to hold, all and singular the said Scite, Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Pastures, Reversions, Services, and Hereditaments, with all and singular their Appurtenances, unto the said *J. P.* his Executors, and Assigns, for and during the whole term of 92 years, from the day of the date of the said Indenture fully to be compleat and ended without impeachment of waste, if the said *P.* shall, happen so long to live, yielding and paying therefore yearly during the said term unto the said *P. C.* his Heirs

Habend of the exsisted Lease.

and

and Assigns, the sum of 8 l. of lawful Mony of *England*, at the Feast &c. by even and equal portions. And whereas, further the said *P. C.* by his said Indenture for the consideration aforesaid, did Give, Grant, Bargain and Sell to the said *J. P.* his Executors, and Assigns, the remainder of all and singular the Premisses, and every part and parcel thereof to him the said *P.* granted by his Letters Patents for the term of 12 years next and immediately following after the aforesaid estate tayle, of the said *P. C.* in the same Letters Patents mentioned for default of issue of the body of the said *P.* lawfully begotten shall be determined fully to be compleat and ended, and all the estate, term, and interest of the said *P.* of, and in, all and singular the Premisses, in as large and ample manner and form, as he the said *S. P.* his Executors, or Assigns, may, might, ought, or should have the same, by virtue of the same Letters Patents, with other Covenants in the same contained, as by the said Indenture bearing date as aforesaid, more at large doth and may appear. Now this Indenture further witnesseth, That the said *J P.* for and in consideration of the sum of 500l. of lawful English mony to him in hand paid by the said *C. D.* whereof, and wherewith he acknowledgeth himself fully satisfied, contented, and paid, and thereof &c. Hath given, granted, bargained, sold, and set over, and by these presents doth give, grant, bargain, sell, assign, and set over unto the said *C. D.* his Executors, and Assigns, the said Indenture, And all and singular the said Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Leasows, Feedings, Pastures, Rents, Reversions, Services, and all and singular other the Premisses, with the Appurtenances, and every part and parcel thereof, and all the Estate, Right, Title, Term of years, and Demand of the said *J. P.* of, in, and to the Premisses, and every part or parcel thereof: To have and to hold, the said Indenture, and all and singular the said Park, Messuages, Houses, Edifices, Buildings, Lands, Tenements, Meadows, Leasows, Feedings, Pastures, Reversions, Services, and all other the Premisses, with their Appurtenances, unto the said *C D.* his Executors, and Assigns, for and during all the residue of the said term of 92 years, which be yet to come in the Premisses, by force of the said Indenture, without impeachment of Waste, if the Estate tayle of the said *P. C* in the same his Letters Patents mentioned, for default of Issue of his body lawfully begotten, be determined: And all the Estate, Right, Title, Interest, and Demand of the said *J. P.* of, in, and to the Premisses, and every part and parcel thereof, in as large and ample manner and sort, as the said *J. P.* now hath and enjoyeth, or of Right ought to have and enjoy the same Premisses, by force of the said Indenture. And, The said *J. P.* for him &c. doth covenant &c. That he the said *C. D.* his Executors, or Assigns, shall and may peaceably and quietly have, hold, &c. the said Scite, Park &c. for and during the residue of the 92 years, if the said *S. P.* so long shall happen to live: And also the Remainder of the Premisses, for the term of 12 years, in manner and form aforesaid, without lett, interruption, Suit &c. whatsoever of him the said *J. P.* his Executors, Administrators, or Assigns, or any of them or any person or persons whatsoever, clearly discharged and saved harmless,

Rent upon the vested Lease reserved.

Assignment.

A Covenant for quiet enjoying.

leſs, of and from all former Bargains, &c. And all other charges and incumbrances whatſoever, had, made, procured, or done by the ſaid *J. P.* or any perſon or perſons whatſoever. Provided allwayes, That if the ſaid *E. D.* his Executors, Adminiſtrators, and Aſſigns, and every of them, at all time and times hereafter, and from time to time for his and their parts do not well and truly obſerve, perform, fulfill and keep all and every the Covenants, &c. contained in one pair of Indentures made between &c. that then this preſent Aſſignment, Bargain, and Sale, ſhall be utterly void, and of none effect, or elſe &c. *In Witneſs, &c.*

Proviſo to be void of Covenants in another Indenture be performed.

An Aſſignment made by a Truſtee of a Leaſe made to him in truſt.

The Recital of a Leaſe.

THis *Indenture* made *&c* between *H. P. &c.* and *J. L. &c.* on the one party, and the Right Honourable *G.* Earl of *Sh. &c.* on the other party, *Witneſſeth*, That whereas *T. R.* Eſq; and *R. C.* Gentleman, by their Indenture bearing date, &c. for divers conſiderations them moving, and eſpecially at the appointment and requeſt of the ſaid Earl, have demiſed, granted, and to Farm-letten, unto the ſaid *H. P.* and *J. L.* and to *T. C.* Gentleman, now deceaſed, all and ſingular thoſe Mannors or Lordſhips of *W. &c.* with all and ſingular their Appurtenances; all which Lands, Tenements, and Hereditaments, they the ſaid *T. R.* and *R. C.* had then lately, of and by aſſurance and conveyance made unto them by the ſaid *E.* as by the ſame Conveyance may appear: *To have and to hold*, to the ſaid *H. P.* and *J. L.* and *T. C.* their Executors and Aſſigns, from and after the natural death of the ſaid *E.* and of the Lady *E.* now his wife, for and during the term of 60 years, from thence next and immediately following, fully to be compleat and ended, yielding and paying during the ſaid Term unto the ſaid *T. R.* and *R. C.* their Heirs and Aſſigns, all and ſingular the Rents and Services for all and every the ſaid Mannors, Lands, Tenements, and Premiſſes, and for every parcel thereof due and accuſtomed, as by the ſaid Indenture of Leaſe more plainly it doth and may appear, which ſaid Leaſe was made to the ſaid *H. P. J. L.* and *T. C.* by the appointment of the ſaid *E.* and upon the ſpecial truſt and confidence, that they the ſaid *H. P. J. L.* and *T. C.* and the Survivor and Survivors of them, ſhould pay the *&c.* unto ſuch perſon or perſons as the ſaid *E.* ſhould nominate and appoint, and that the ſaid *E.* ſhould and might at all times diſpoſe the ſame at his good will and pleaſure; And afterwards the ſaid *T. C.* died, and the ſaid *H. P.* and *J. L.* him over-lived, and by reaſon thereof, the intereſt and term was and is wholly veſted in the ſaid *H. P.* and *J. L.* as Survivors. Now, the ſaid *H. P.* and *J. L.* at the requeſt of the ſaid Earl, and by his appointment, according to the ſaid truſt and confidence in them repoſed; have, granted, aſſigned, and ſet over, and by theſe preſents do grant, aſſign, and ſet over unto the ſaid *E.* the ſaid Leaſe and

The Habend. of the recited Leaſe.

The Grant and Aſſignment.

term

term of years, and all the Mannors, Lands, and Premiſſes, and every part and parcel thereof, for, and during all the years and term to them granted and demiſed by the ſaid *A. R.* and *R. C.* and alſo all the eſtate and term of years, which they the ſaid *P. H.* and *J. L.* have, or of right ought to have in the ſaid Mannors, Lands, and Premiſſes, by virtue of the ſaid Indenture of Leaſe, or otherwiſe, together with the ſaid Indenture; to the intent, that the ſaid *E.* may uſe the ſame at his good will and pleaſure. And the ſaid *H. P.* and *J. H.* do covenant *&c.* to, and with the ſaid Earl, *&c.* that the ſaid Mannors and Premiſſes, and the ſaid Intereſt and term of years are the day of the date hereof, clearly freed and diſcharged, of, and from all former Bargains, Aſſignments, and Incumbrances whatſoever, had, made, or done by the ſaid *H. P.* or *J. L.* or either of them *&c.*

Where a Fine was levyed for 100 *years, the Fine recited, and the Lands aſſigned.*

TO all, to whom this preſent Writing Indented ſhall come, *J. B.* and *H. B.* ſend greeting; whereas by one Fine levyed between *E. S.* Eſq, and *R. F.* Gent. Plaintiffs, *H S.* Eſq; *D. S.* Siſter and Heir apparent to *E. G.* Eſq; *M. S. T. S. &c.* Deforceants of the Mannors of *L.* St. *B.* in the ſaid County of *Y.* and of 200 Meſſuages, 100 Cottages, 100 Toſts, 10 Water-Mills, 10 Fulling-Mills, 10 Wind-Mills, 4 Dove-coats, 100 Gardens, 100 Orchards, 6000 acres of Land, 2000 acres of Meadow, 6000 acres of Paſture, 1000 acres of Wood, 1000 acres of Moor, 1000 acres of Moſs ground, 1000 acres of Turbary, 2000 acres of Heath and Furs, and 20 l. Rent, with the Appurtenances in *H. &c.* in the ſaid County of *Y.* And alſo the Advowſon of the Pariſh Church of *E.* by which the ſaid *H. D.* &c. did recognize the foreſaid Mannors, Tenements, and Rent, with the Appurtenances, and the Advowſon aforeſaid, to be the Right, of the ſaid *E.* as thoſe which the ſaid *E.* and *R.* had of the Giſt of ſaid *H. D. &c.* And the ſame did remiſe and quit claim from them the ſaid *H D.* and their Heirs, to the ſaid *E.* and *R.* and to the Heirs of the ſaid *E.* for evermore. And furthermore, The ſaid *H. D. &c.* did for them and the Heirs of the ſaid *D.* that they ſhall warrant to the ſaid *E.* and *R.* and the Heirs of the ſaid *E.* the aforeſaid Mannors, Tenements, and Rents, with the Appurtenances, and the Advowſon aforeſaid, againſt the ſaid *H. D. &c.* and the Heirs of the ſaid *D.* for evermore. And for the ſame Recognizance, Releaſe, quit Claim, Warranty, Fine, and Concord, the ſaid *E.* and *R.* did grant to the ſaid *T. T.* and *J. B.* the ſaid Mannors, Tenements, and Rents, with the Appurtenances, and the Advowſon aforeſaid, and the ſame to them did give again, *To have and to hold*, to the ſame *T.* and *J.* for the term of 100 years next enſuing, the levying of the ſaid Fine, without impeachment

The Recital of the Fine.

Habend.

impeachment of Waſt, if the ſaid *E.* ſhould ſo long live. And after that term ended, the ſaid Mannors, Tenements, and Rents, with the Appurtenances, and the Advowſon aforeſaid, wholly to remain to the ſaid *H.S.* and to the Heirs Males of his body lawfully to be begotten, with divers other Remainders over, as by the ſaid Fine remaining of Record in his Majeſties Court of Common Pleas at *Weſtminſter* more plainly it doth and may appear. By virtue of which ſaid Fine, the ſaid *T.T.* and *J.B.* into the ſaid Mannors, Lands, and Premiſſes, entred, and were thereof lawfully poſſeſſed, for and during the term and ſpace of 100 years, if the ſaid *E.C.* ſo long ſhould live: And they being ſo thereof poſſeſſed, the

Conſideration. ſaid *T.T.* by good and lawful aſſurance in the Law, did lawfully convey and aſſure all his Eſtate, Intereſt, and Demand, in and to the Premiſſes, unto the ſaid *J.* by reaſon whereof, the ſaid *J. B.* then was, and did ſtand lawfully poſſeſſed of the ſaid whole Term and Intereſt. And he the ſaid *J.B.* being ſo thereof poſſeſſed, did grant and convey all his whole Eſtate and Intereſt in and to the Premiſſes, to the ſaid *H. B.* his Son, and to one *E.B.* Gentleman, whoſe Intereſt therein the ſaid *H.B.* by good aſſurance

Aſſignment. and lawful conveyance now hath. Now know yee, That we the ſaid *H. B.* and *J. B.* as well for and in conſideration of the ſum of 100 l. of lawful Engliſh money, to us the ſaid *J.* and *H. B.* well and truly contented and paid, before the enſealing and delivery hereof, by the Right Honourable *G.E. D.S.* of which ſaid ſum, we acknowledge our ſelves fully ſatisfied and paid, and thereof do acquit the ſaid *E.* by theſe preſents: As alſo for divers good cauſes and conſiderations, as the ſaid *J.* and *H.* thereunto eſpecially moving, Have bargained and ſold, given and granted, and by theſe preſents, do clearly and abſolutely bargain, ſell, give, and grant unto the ſaid *E.* all our Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim, Demand, and Term of years, which we or either of us have or ſhould, might or ought to have, of, in, or to, the ſaid Mannor, Lands, Tenements, and other the Premiſſes mentioned in the ſaid Fine, in or to any part or parcel thereof by virtue of ſuch Fine (ſuch Intereſt and Term

Exception. of years, of, and in, one Tenement or Freehold, with the Appurtenances, in *H.B.* commonly called *T.* late in the Tenure or Occupation

Covenant to free the Premiſſes from Incumbrances. of *J.C.* the elder, and *J.C.* the younger, only excepted and forepriſed.) And, We the ſaid *J. B.* and *H. B.* do covenant for us, and either of us, and for the Executors, and Adminiſtrators, of us and either of us, with the ſaid E. his Executors, Adminiſtrators, and Aſſigns, by theſe preſents; That the ſaid Mannors, Lands, and Premiſſes, conveyed and aſſured by the ſaid Fine, and every part thereof (except before excepted) are at the day of the date hereof, and ſo ſhall continue to the ſaid Earle, his Executors and Aſſigns, during the Term mentioned in the ſaid Fine, free and clearly exonerated and diſcharged, or ſaved harmleſs by them the ſaid *J.* and *H.B.* of, and from, all former Bargains, Sales, Charges, and Incumbrances had, made, or done, by us, or either of us, or by the ſaid E; (four

A Covenant for enjoying. Tenements, or Farm-holds in *R.* aforeſaid only excepted and forepriſed.) And, We the ſaid *J. B.* and *H. B.* do further covenant and grant, for us, our Executors, or Adminiſtrators, with the ſaid E. his Executors

and

and Assigns, by these Presents, That it shall and may be lawful to, and for, the said *E.* his Executors and Assigns, *To have, hold,* and enjoy the said Mannors, Lands and Premisses, conveyed and assured by the said Fine, and every part and parcel thereof (except before excepted) for, and during the term of years yet to come, mentioned in the said Fine, without any lawful let or interruption of us, or either of us, and without any lawful let or interruption of any other person or persons, lawfully having or claiming, or which may hereafter lawfully have or claim, any good lawful Title or Interest, in, or to, the said Mannors, Lands and Premisses, conveyed and assured by the said Fine, or any part or parcel thereof, by, from, or under, us the said *J.* and *H. B.* or either of us: *In Witness, &c.*

An Assignment of Rent reserved upon a Lease.

THis Indenture made *&c.* between *A. B. &c.* on the one part, and *C. D.* of *&c.* on the other party; *Witnesseth*, That whereas the said *A B.* by his Indentures of Lease bearing date &c. did demise *&c.* for the Term *&c.* from the Feast of *&c.* And for the yearly Rent of 20 l. of *&c.* payable as by the same Indentures of Lease *&c.* Now the said *A B.* for and in consideration of the sum of 20 l. hath given, granted, assigned, and set over, and by these Presents doth fully, clearly, and absolutely give, grant, transport, assign, and set over, unto the said *C. D.* the said yearly Rent of 20 l. reserved to him the said *A. B.* his Executors, and Assigns, upon and by the said Lease, together with the Reversion of all and singular the Premisses, by the said Indentures of Lease demised, and also all his Right, Title, Interest, Property, Claim, and Demand, of, in, and to all and singular the Premisses: Together also with the Counter-pain of the same recited Indentures of Lease: *To have, hold,* perceive, receive, and enjoy the foresaid yearly Rent of 20 l. reserved by the said Lease, and all his said Right, Title, Interest, Property, Claim, and Demand, of, in, and to, the same; Together with the Counterpain thereof as aforesaid, unto the said *C. D.* his Executors, Administrators, and Assigns, from henceforth for and during all the residue of the said Term of 10 years yet to come and unexpired, mentioned in the said Lease, in as large and ample manner and form, to all intents and purposes as he the said *A. B.* his Executors, or Administrators, should, may, might or ought to have, had, received, and enjoyed the same yearly Rent of 20 l. if these Presents had never been had nor made. And, The said *A. B.* doth by these Presents assign, authorize, and appoint the the said *C. D.* his Executors, Administrators, and Assigns, my true and lawful Attorneys irrevocable; of him the said *A. B.* his Executors, and Administrators, to ask, levy, demand, and receive the same Rent from time to time, as the same shall grow due, and to use all such lawful wayes

The Recital of the Lease.

Habend.

and

and means for the recovery and obtaining thereof from time to time, as he the said *A. B.* his Executors or Administrators may or might do: And to make any Acquitance of, and for, the same from time to time, *&c.*

An Assignment of Statute, with a Proviso, not to extend certain Lands.

Recital of the Recognizance.

TO all Christian People, to whom this present Writing Indented shall come, I *A. B.* send Greeting *&c.* Whereas *C. H. &c.* by one Recognizance or Writing Obligatory of the nature of a Statute-Staple made and provided for the recovery of Debts, bearing date *&c.* taken and acknowledged before *J. K.* of *&c.* and *W. S.* of *&c.* is, and standeth bound to me the said *A. B.* in the sum of &c. to be paid to me the said *A. B.* in such manner as herein is mentioned: As in and by the said Recognizance or Writing Obligatory of the nature of a Statute-Staple, more fully and at large it doth appear: *The Assignment thereof.* Now know yee, That I the said *A. B.* for divers good and just Causes and Considerations me specially moving, have given, granted, assigned, and set over, and by these Presents do *&c.* unto *L. M.* of *&c.* the said Recognizance and sum of *&c.* therein contained. And also I do by these presents assign, ordain, constitute, authorize, and appoint the said *L. M.* my true and lawful Attorney irrevocable for me, and in my name, and to the only use and behoof of the said *L. M.* his Executors and Assigns, to ask, levy, recover, and receive of and against the said *C. H.* his Heirs, Executors, and Administrators, all Lands, Tenements, and Hereditaments, as are or shall be liable to the said Recognizance, the said sum of 100 l. contained in the said Recognizance and to sue forth the Extent and Execution in that behalf; and also for me, and in my name, to make any End, Composition or Agreement, with the said *C. H.* his Heirs, Executors, and Administrators, or any of them, of and for the same *C. H.* And also for me, and in my name, to make any Acquittances, Releases, and Discharges for the same, and to withdraw the same, and to order and dispose thereof at the will and pleasure of the said *L. M.* his Executors, and Administrators. And also for me, and in my name to do and execute all such other Acts and Things for and concerning the said Recognizance, in as ample manner as I my self might or may lawfully do and execute, if I were personally present. And, *A Covenant to do no Act to discharge the Recognizance.* I the said *A. B.* for me, mine Heirs, Executors, and Administrators, do covenant, promise, and grant to, and with, the said *L. M.* his Executors, and Administrators, by these Presents, in manner and form following, that is to say, That I the said *A. B.* at any time heretofore have not acquitted, released or discharged; nor that I the said *A. B.* mine Heirs, Executors, or Administrators, at any time hereafter shall acquit, release,

releaſe or diſcharge the ſaid Recognizance, nor the force nor effect thereof, nor ſtay or hinder any Proceſſes or Extent to be had or ſued forth againſt the ſaid *C. H.* his Heirs, Executors, or Adminiſtrators, or any of them; or againſt his or their Lands, Tenements, Hereditaments, Goods or Chattels, or any part thereof, or againſt any other Lands, Tenements, or Hereditaments liable to the ſame, without the Conſent and Agreement of the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, and Aſſigns, firſt had and obtained in Writing in that behalf: But that the ſaid *L. M.* his Executors, Adminiſtrators, or Aſſigns, ſhall or may have, take, and enjoy to his or their own proper uſe for ever, without any Account, the whole Benefit of the ſaid Recognizance and Sum of 200 l. therein contained, and all ſuch Lands Tenements, Hereditaments, Goods and Chattels thereupon had and taken, in as large and ample manner and form, as I the ſaid *A. B.* my Executors, or Adminiſtrators, ſhall, may, or ought to have, take, without any lett, trouble, or interruption, of or by me the ſaid *A. B.* mine Executors, Adminiſtrators, or Aſſigns, or any of us, or any other by our means or procurement. And alſo, That I the ſaid *A. B.* mine Executors, and Adminiſtrators, ſhall and will at all times hereafter upon reaſonable Requeſt to us or any of us to be made by the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, at his and their coſts and charges, make, ſeal, and as our Acts and Deeds deliver to the ſaid *L. M.* his Executors, Adminiſtrators, or Aſſigns, or any of them, ſuch further Warrants of Attorney, for the better recovery and obtaining of the foreſaid ſum of 200 l. in the ſaid Recognizance mentioned, as by the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or by his or their learned Councel ſhall be reaſonably deviſed and required. Provided allwayes, That it ſhall not be lawful to or for the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, at any time hereafter to have, ſue, or take forth any Extent or Execution of or againſt any of the Lands, Tenements, or Hereditaments, late of the *Chriſtopher*, which he the ſaid *C. H.* lately ſold to one *O. M.* Kt upon or by virtue of the ſame Recognizance: But that the ſaid *O. M.* his Heirs and Aſſigns ſhall and may peaceably and quietly enjoy the ſame, without Lett of the ſaid *L. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns. Provided alſo, That the foreſaid Recognizance of 200 l. ſhall not at any time hereafter be any prejudice, lett or hindrance to any Extent or Execution to be had or taken againſt the Lands, Tenements, or Hereditaments of the ſaid *C. H.* upon one Recognizance or Statute ſtate of 200 l. bearing date the 10th. day of *A.* &c knowledged by the ſaid *C. H.* to one *L. M.* But that the ſaid *L. M.* his Executors, and Aſſigns, or any of them, ſhall and may (when juſt occaſion ſhall be in that behalf given) extend the ſaid Lands, Tenements or Hereditaments, or any part thereof, in as ample manner as if the ſaid Recognizance of 200 l. had never been had or made. In Witneſs *&c.* To the one part of theſe preſents, remaining with the ſaid *L. M.* I the ſaid *A. B.* have ſet my Seal: and to the other part thereof remaining with me the ſaid *A. B.* the ſaid *L. M.* hath ſet his Seal, on the 10th. day of *A.* 1662. *& Anno.* 14 *Car.* 2.

A Covenant to make further Warrants.

Proviſo not to extend Lands ſold.

Proviſo that the Recognizance ſhall not provide a former Statute.

The

The Assignment of a Bond.

TO all Christian People, to whom this present Writing shall come, I *H.P.* of *London* Haberdasher, send Greeting: Whereas *J. C.* of the Parish of St. *Clement's Danes*, in the County of *Middlesex*; And *G. D.* of *C.* in the County of &c. Esq; in, and by, one Obligation bearing date the 10th. day of *Apr.* in the year of our Lord &c. stand joyntly and severally bound unto me the said *H.P.* in &c. of lawful mony of *England*, conditioned to this effect for the payment of &c. of like lawful money of *England*, to me the said *H. P.* my Executors, Administrators or Assigns, on the day of &c. next ensuing the date thereof, As by the said Obligation and Condition thereof, relation being thereunto had, more at large appeareth. *The Assignment.* Now know yee, That I the said *H. P.* for divers good Causes and Considerations me thereunto moving, have bargained, assigned, and set over unto *J. K.* of &c. the said Obligation afore-recited; And all sum and sums of Money in the same, and in the Condition thereof expressed, and all benefit, profit, and advantage thereupon arising, or hereafter to accrue in any wise. *Power to sue.* And also, I the said *H.P.* have assigned, constituted and ordained, authorized and appointed, and in my stead and place put, and by these Presents do make, constitute, ordain, authorize, and appoint; And in my place and stead put *J. K.* my true and lawful Attorney irrevocable, to ask, levy, record, and receive in my name, but to the proper use and behoof of him the said *J. K.* his Executors, or Administrators, of the said *J. C.* and *G. D.* and either of them, their Heirs, Executors, and Administrators, the said whole sum of &c. in the Condition of the said Obligation set down, limited, and appointed, according to the tenor of the said Condition. And in default of payment, then in the name of me the said *H. P.* but to the use of him the said *J. K.* his Executors, Administrators, and Assigns, to ask, demand, sue for, recover, and receive the said penalty of &c in the said Obligation mentioned, wherein they the said *J. C.* and *G. D.* stand bound unto me as aforesaid, and every part thereof; Giving, and by these presents granting unto my said Attorney, full power, and lawful Authority touching the Premisses, and every part thereof in my name and stead, but to the use of my said Attorney his Executors, and Assigns, as aforesaid, by all lawful wayes and means whatsoever, and to do, sue, employ, prosecute, pursue, seize, sequester, arrest, attach, imprison, and to condemn, and out of prison to deliver, and to recover, receive, compound and agree, release, acquit, and discharge: And one Attorney or more under him to substitute, and at his pleasure to revoke; And further to do, perform, execute, end, and determine all and every, or any other Act, Matter, Thing and Things whatsoever, that shall be most needful or expedient to be done, performed, or executed, in and about the Premisses, or any part thereof, as amply in every respect, and to all intents and purposes, as I my

self

ſelf might or could do or perform the ſame, if I were thereat from time to time preſent, and did the ſame perſonally, ratifying and allowing for good and effectuall in the Law, all and whatſoever my ſaid Attorney or his Subſtitutes ſhall lawfully do, or cauſe, or procure to be done, in, or about, the Premiſſes, or any part thereof, by virtue of theſe preſents. And, I the ſaid *H. P.* for me, my Executors, Adminiſtrators, and Aſſigns, do covenant and grant to, and with the ſaid *J. K.* his Executors and Aſſigns, and to, and with, every of them by theſe preſents, That the ſaid Obligation afore recited, wherein they the ſaid *J. C.* and *G. D.* ſtand bound to me as aforeſaid, or any part thereof, is not diſcharged nor releaſed but that the whole ſum of Money therein, and in the Condition thereof mentioned, is ſtill owing, and no part hath as yet been paid or received. And alſo, That he the ſaid *J. K.* his Executors, Adminiſtrators, or Aſſigns, ſhall, or may, at all times hereafter, lawfully have, receive, and enjoy, to to his or their own proper uſes, all and ſingular the ſum and ſums of Money and Premiſſes afore hereby aſſigned or mentioned, or intended to be aſſigned, and every part thereof, without any lett, denyal, releaſe, barr, or other hindrance, of or by me the ſaid *H. P.* my Executors, or Adminiſtrators, or any of us, and without any account, reckoning, or other thing therefore, or for any part thereof to us, or any of us, to be made, yielded, or given. And further, That I the ſaid *H. P.* my Executors, and Adminiſtrators, ſhall, and will, at the coſts in the Law of the ſaid *J. K.* his Executors or Aſſigns, from time to time, and at all times hereafter, above, juſtifie and maintain with effect, All lawful Actions, Suits, Plaints, Pleas, and Proceedings whatſoever to be hereafter brought or proſecuted in the name or names of Me, my Executors, or Adminiſtrators, touching the Premiſſes: and ſhall alſo, upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *J. K.* Executors, or Aſſigns, make and give unto the ſaid *J. K.* his Executors and Aſſigns, ſuch further power, and authority by new Letter or Letters of Attorny Warrant or Warrants of Attorney, or otherwiſe, as ſhall be neceſſary or expedient for, or touching the recovery or recovering of the Premiſſes, or any part thereof, to the uſe aforeſaid. In Witneſs *&c.*

A Covenant that the Bond is not diſcharged.

That the Aſſignee may receive the mony.

A Covenant to juſtifie Actions.

Assignment of Dowry at the Church-Door.

OMnibus *Christi fidelibus ad quos hoc presents scriptum pervenerit*, T.W. *de* W. *Salutem. Noveritis me praedictum* S. *dedisse concessisse, & hoc praesenti scripto meo assignasse Petronillae uxori meae in tempore sponsaliorum in ostio Ecclesiae Parochialis de* W. *praedicto celebrand. Unum tenementum cum uno crofto eidem annexo vocat.* C. Habend. *&* Tenend. *sibi & assignat. suis ad totam vitam suam pro rata portione totius Dotis suae, quae post mortem meam sibi contigerit, &c. Dat. &c. In cujus rei, &c.*

The Assignment of Lands extended by Elegit.

THis Indenture &c. Between *E.T.* of &c. of the one part, and *T.N.* of &c. of the other part: Whereas, *H.N.* late of &c. deceased, together with one *W.N.* the younger of &c. by one Obligation or Writing Obligatory, bearing date on or about the &c. did become bound unto the said *E.T.* in the penal sum of 200 l. conditioned for the payment of the sum of 102 l. 13 s. 4 d. on the &c. then following: And by one other Obligation bearing date the &c. became likewise bound, together with the said *W.N.* in the penal sum of 202 l. of like lawful Money, for the payment of 104 l. 16 s. on the &c. then next ensuing, As by the said several Obligations and Conditions thereof at large appeareth. And whereas the said several Obligations afterwards became forfeited, by reason whereof the said Obligations were afterwards put in suite in the Court of Common-Pleas at *Westminster*, and Judgement thereupon had in Court against the said *H.N.* for the sum of 400 l. debt and for 80 l. damages which he had by reason of the detaining of the said Debts, As by the Records of the said Judgement more at large it doth and may appear. And whereas sithence the obtaining of the said Judgement, Writ of *Elegit* hath been sued forth upon the said Judgement against the Goods, Chatels, Lands, Tenements, whereof the said *H.N.* was seized and possessed at the time of the said Judgement had and obtained: And thereupon, by Inquisition taken according to the Law, the Jury did find, that the said *H.N.* in &c. in the 18 th. year of the Reign of the late King *Charles*, and on the day of the taking the Inquisition, was seised in his Demesne as of Fee, of and in the Capital Messuage and Scite of the Mannor of the late dissolved Priory of *C.* with the Appurtenances in the &c. now or late in the Tenure or Occupation of *T.S.* or his Assigns, of the clear yearly value in all Charges above Reprises six pound. And of and in one Close of Pasture called &c. there late in the tenure of *E.L.* Widdow, of the clear yearly value in all Issues above Reprises 100 s. now or late in the tenure of &c. of the clear yearly value of

Recital of the Judgement.

100 s.

100 l. The moiety of which Premisses, (that is to say) the said Capital Messuage, Mannor and scite of the late dissolved Priory of &c. and the said one Close of Pasture called &c. and the said Barn called &c. and the 21. acres of Meadow in &c. and the said Cottage in &c. in the tenure of &c. and the said other Cottage in &c. in the tenure of *W. S.* the then Sheriffe of the said County, the &c. of *Sept.* in 21 year of the Reign of the late *K.C.* did cause to be delivered to the said *E.T.* by the extent aforesaid to hold to him and his Assigns, as his free-hold, until the said *E. T.* his said Debt and Damages were levyed, As by the said proceedings, and records remaining before the Justices of the said Court of Common Pleas at *Westminster* upon record more at large it doth and may appear. Now, this Indenture Witnesseth, That the said *E.T.* for and in consideration of the sum of 5 l. of lawful Mony of *England* to him paid by the said *T. N.* at and before the ensealing, and delivery of these presents, and for divers other good causes, and considerations, him the said *E.T.* thereunto especially moving, Hath Granted, Assigned, and set over, And by these presents, doth grant, &c. unto the said *T.N.* his Executors, and Assigns, the said Capital Messuage, Mannor &c. and the said Lands, Tenements, and Hereditaments, so delivered to him in Execution as aforesaid, and all other the Estate, Right, Title, Tearm, and Interest of him the said *E.T.* his Executors and Assigns, of, in, and to the said Messuage, Mannor &c. and also to the said several Obligations, and sum of 400 l. in the same contained; and also the said Judgement and Extent thereupon as aforesaid, had against the said *H.N.* together with all commodities, benefits &c. which shall or may come, growe or arise, or be had or made, upon or by reason of the said Obligations Judgement, or Extent, and of all Executions to be had, or sued forth upon the same against the said *H. N.* his Heirs, &c. And all the Estate, Right, &c. whatsoever, of him the said *E.T.* of, in, and to the same and every part thereof, *To have and to hold*, the said Messuages, Lands, &c. and all the Deeds, Evidences and Writings containing the Premisses, or any part thereof, and the said Obligations of 400 l. and the said Judgement thereupon obtained, and extent executed, and all other the Premisses with all and singular their Appurtenances, unto the said *T.N.* his Executors, &c. from henceforth, in as large, ample, and beneficial manner and form, as the said *E.T.* doth now hold the same or or ought to have, hold, or enjoy the same. And, The said *E.T.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, and grant, to, and with the said *T. N.* his Executors, &c. and to and with every of them by these presents, that he the said *E.T.* hath not already done, committed or suffered, nor that his Executors, or Administrators, &c. or any of them, shall or will hereafter do, commit, or suffer any act or acts, whereby the said Obligations and Judgement or any extent or execution thereupon or by reason of the said Obligations, had or prosecuted, or to be had or prosecuted, is or shall or may be released extinguished discharged, or made void or which shall or may be made prejudicial or hurtful unto the said *T. N.* his Executors, &c. in or concerning the having or enjoying to his and their own use and behalf, the said

The Assignment.

Covenant that the Bond and Judgement are in force.

ſaid Obligations, Judgement, and Extent, and all the benefit which ſhall or may accrew, come, or be, by reaſon of the ſaid Obligations &c. or any of them. And further, The ſaid *E. Y.* hath made conſtituted and ordained, and by theſe preſents doth make &c. the ſaid *T. N.* his true and lawful Attorney irrevocable, in the name of the ſaid *E. Y.* to bring any lawful action or actions, ſuit or ſuits in law, againſt the Heirs, &c. of the ſaid *H. N.* upon the ſaid Obligations, or upon the Judgment or Extent thereupon already had or obtained, and alſo to defend in lawful manner any ſuit in any Court whatſoever, for or concerning the ſaid Obligations againſt the Heirs, Executors, &c. of the ſaid *H. N.* or any other perſon or perſons whatſoever, and to Arreſt and Impriſon, or cauſe to be arreſted and impriſoned, and out of Priſon to deliver and diſcharge or cauſe to be delivered and diſcharged the Heirs, Executors, &c. of the ſaid *H N.* upon the ſaid Obligations or any action Judgement extent or execution thereupon already had or hereafter to be had, and to cauſe ſatisfaction to be acknowledged upon any ſuch Judgement &c. and any releaſe, diſcharge or acquittance thereof or of any part thereof, to make ſale or delivery to to them or any of them, and one Attorney, or Attorneys for the doing of the Premiſſes, or any part thereof to make, and at the pleaſure of the ſaid *T. N.* his Executors, &c. to revoke, and now in his or their place or places to ſubſtitute, and to do perform and execute all and ſingular lawful thing or things, act or acts whatſoever, which ſhall or may be neceſſary or expedient concerning the Premiſſes or any of them ſo fully and wholly as the ſaid *E. Y.* his Executors, &c. may, might, ſhould, or could do the ſame. And, The ſaid *T. N.* for him, his Executors, &c. and for every of them doth Covenant, and Grant to, and with, the ſaid *E. Y.* his Executors, &c. and to and with every of them by theſe preſents, that he the ſaid *T. N.* his Heirs Executors, &c. at his and their own coſts and charges ſhall and will at all times hereafter well and ſufficiently diſcharge or ſave harmleſs the ſaid *E. Y.* his Executors, and every of them, of, and from all damages of, for, and by reaſon of the ſaid Obligations or any action or actions, ſuit or ſuits, execution or executions, judgement or judgements, act or acts whatſoever, which are or ſhall be brought, attempted, ſued, had or proſecuted in the name of the ſaid *E. Y.* or his Executors, &c. by the ſaid *T. N.* his Executors, &c. or any of them, or any by his or their means conſent or procurement, againſt any perſon, or perſons, whatſoever for or about, touching or concerning the ſaid Obligations, or ſum of 400 l. therein mentioned, or any part thereof in any manner of wiſe and alſo of, and from any manner of action or actions, ſuit or ſuits, judgement or judgement, act or acts, whatſoever, which are or ſhall be brought ſued or proſecuted againſt the Heirs &c. of the ſaid *H. N.* by the ſaid *T. N.* his Heirs &c. or by any perſon or perſons whatſoever for about or concerning the ſaid Obligations or ſum of 400 l. the ein contained or for about or concerning any Judgement Execution or Extent had or to be had touching or concerning the ſame. *In Witneſs, &c.*

Power to ſue.

The Aſſignees Covenant to ſave the Aſſignor harmleſs.

An Aſſignment of certain debts by an Adminiſtratrix to a Creditor, vide fo. 884.

AWARDS.

AWARDS.

An Award in Controverſie between parties concerning the Adminiſtration of a Deceaſed's Goods.

TO all to whom this preſent Writing Indented of Award ſhall come; *H. T.* Stationer, *W. N.* Stationer, *A. H.* Draper, *J. H.* the elder, Stationer, *L. H.* Stationer, and *J. H.* Habardaſher, Citizens of *L.* ſend Greeting; Where heretofore ſtrife and variance have been moved between *A. C.* Widdow late wife of *J. C.* late Citizen and Stationer of *L.* deceaſed, on the one party; and *G. C.* Son of the ſaid *J. C.* on the other party, for and concerning the Goods and Chattels whereof the ſaid *J. C.* dyed poſſeſſed inteſtate; And for and concerning the the right of the Adminiſtration of the Goods, Chattels, and Debts, of the ſaid Inteſtate. **And whereas,** For the appeaſing of the ſtrife and variance aforeſaid, and for a final quietneſs to be had between the ſaid parties, they of their mutual aſſents and conſents, did chooſe us the ſaid *H. T.* &c. Arbitrators, to arbiter, award, and judge, of, for, and upon all and all manner of Actions, Suits, Quarrels, Striſes, Treſpaſſes, Debts, Debates, Accounts, Variances, Offences, Goods, Chattels, Wares, Plate, ready Mony, Claims, and all other Demands whatſoever, which at any time or times, between the ſaid parties, before the 15th. day of this preſent month of *J.* have been had, moved, ſtrived, or depending in Suit or controverſie, ſo as our Award, Arbitrement, Ordinance, and Judgement in and upon the Premiſſes, be made and given up in Writing, before the 2nd. day of this preſent Month of *J.* As by the ſeveral Obligations of the ſaid parties, bearing date the ſaid 15th. day of this preſent month of *J.* wherein either of the ſaid parties ſtand bound to the other in 500 l. &c. and the conditions ſeverally indorſed upon the ſame Obligations will appear. **And whereas,** We the ſaid Arbitrators have taken upon us the charge or the ſame Arbitrement, and have heard, examined, and plainly do perceive and underſtand the Controverſies and cauſes of variance between the ſaid parties, and have thereupon treated with the ſaid parties, and have by our travel brought them to a good accord and agreement. Now by their own ſpecial means, and by their mutual conſents and requeſts, we do thereof make and give up by this preſent Writing, our Award, Arbitrement, Ordinance, and Judgement, in manner and form as followeth. *The Award.* Firſt, we do Award, Arbiter, Ordain, and Judge by theſe Preſents: That the ſaid *A. C.* ſhall clearly and freely, on or before the 26th. day of this preſent moneth of *J.* yield and deliver to the ſaid *G. C.* as well one Bed-ſted, a Trundle bed, a Preſs or Table, and the Hangings *To deliver goods.*

in the Chamber, where the ſaid *J. C.* dyed. As alſo all the Goods and Chattels which were of the the ſaid Inteſtates at the time of deceaſe, compriſed and mentioned in the Inventory, made of his Goods and Chattels by ſuch as were appointed to praiſe the ſame, unto which Inventory the ſaid Praiſers have ſubſcribed their names except ſuch of the ſaid Inteſtates Books as have been ſold ſince the time of his death, in the Shop of his Manſion houſe wherein he dyed, or otherwiſe have been taken from thence without the knowledge of the ſaid *A.* And except ſuch other thing not exceeding the value of 5 l. of the Goods and Chattels aforeſaid happning to be embezilled or taken away, with the conſent, knowledge, or procurement of the ſaid *A.* For all and ſingular which the ſaid Books and other things ſo being ſold as aforeſaid, we do Award that the ſaid *A.* ſhall content and pay to the ſaid *G.* the full value thereof, and of every part thereof, as the ſame are rated and praiſed in the Inventory aboveſaid. *To deliver Writings.* And further, We do Award, Arbiter, or Ordain, and Judge by theſe Preſents, that the ſaid *A.* ſhall alſo before the ſaid 27. &c. upon lawful requeſt by the ſaid *G.* to be made, deliver unto the ſaid *G. C.* all Leaſes and Writings which were of the ſaid *J. C.* at the time of his deceaſe, which are come to the hands or poſſeſſion of the ſaid *A.* and eſpecially the Leaſe of the Manſion houſe wherein the ſaid *J. C.* died; And the Leaſe of the Yard thereunto adjoyning, and the Leaſe of thoſe two new houſes, lately being in the tenure of the ſaid *J. H.* and of one *G. B S.* And the Leaſe of the houſe now of late in the ſeveral tenures of *R. J. T S.* and *A. B.* and of other things mentioned in the ſame Leaſe, and the Leaſe of the houſes, now or late in the ſeveral tenures of the ſaid *A. H.* and *R. P.* and others, and the Leaſe of the Garden, which the ſaid *J. C.* occupied, lying over againſt the late Charter-houſe, in the Suburbs of *L.* And the Leaſe of the Vault under *P.* Church, and all Writings and Conveyances touching the ſame, which came to the hands of the ſaid *A.* And we the ſaid Arbitrators do moreover Award &c. That the ſaid *A.* ſhall forthwith give her conſent, and ſhall from thenceforth agree, permit, and ſuffer, that the ſaid *G.* ſhall and may have the ſole Adminiſtration of all the Goods, Chattels, and Debts, which were of the ſaid *J. C.* his Father, at the time of his deceaſe. *To give mutual Releaſes.* And alſo, we do further Award &c. That the ſaid *G.* and the ſaid *G. B.* and *J. H.* joyntly and ſeverally before the 27 day &c. ſhall make, ſeal, and deliver as their Deed to the ſaid *A.* at the now Manſion houſe of the ſaid *H. T.* 5 ſeveral Obligations ſufficient in the Law, wherein they ſhall joyntly and ſeverally ſtand bound to the ſaid *A.* for the payment of 350 l. of lawful &c. well and truly to be paid to ſaid *A.* or her Executors, at the ſaid now Manſion houſe of the ſaid *H T.* in form as followeth; for a full ſatisfaction and recompence of all ſuch part and portion as the ſaid *A.* ſhould, or might, have, of all the Goods and Chattels which were of the ſaid *J.* which are ſpecified in the ſaid Inventory, or in theſe preſents, the Bond or penalty of the firſt of the ſaid Obligations to be of 100 l. for the payment of 120 l. at or before the Feaſt of *S. B.* the Apoſtle, next &c. the 2 d. to be of &c. the 3 d. &c. and the 4 th. to be &c. for payment &c. in the Feaſt &c. in full payment of the ſaid ſum of 350 l.

And

And alſo we do Award, That if at any time hereafter, any more or further Debt or Debts, ſhall be demanded, and without fraud or covin lawfully recovered by Judgement or Decree againſt the ſaid *B.* his Executors or Adminiſtrators, being due or owing to the ſaid *J. C.* over and beyond thoſe debts mentioned ſet down and expreſſed in a Schedule indented, to theſe preſents annexed, amounting together to the ſum of 321 l. 6 s. 2 d. That then the ſaid *A.* her Executors and Adminiſtrators, ſhall upon reaſonable requeſt, allow, content, and pay to the ſaid *G.* his Executors or Adminiſtrators, toward the payment of all and every debt and debts ſo to be recovered, over and beyond the ſaid debts amounting to the ſaid ſum of 321 l. 6 s. 2 d. 3 parts of the ſame debt ſo to be recovered, in 7 parts to be divided, together with the like 3 parts to be divided, of all ſuch coſts and charges, as the ſaid *G.* his Executors or Adminiſtrators, ſhall reaſonably ſuſtain in or about the defence, in any Suit or Action to be brought againſt the ſaid *G.* his Executors or Adminiſtrators, upon the Demand of any ſuch Debt or Debts which was owing by the ſaid *J. C.* and being none of the Debts contained in the ſaid Schedule above ſpecified. And further, We do Award, That the ſaid *G.* after the delivery and yielding up of ſuch the Goods, Chattels, Leaſes, or Writings, as are before limited, appointed, or awarded, to be yielded up and delivered by the ſaid *A.* or any of them, ſhall make and deliver unto the ſaid *A.* or her Aſſigns, a ſufficient acquittance or other ſufficient Writing, under his hand and ſeal, of all ſuch Goods and Chattels, Leaſes and others ſo to be received or delivered as aforeſaid. And further, We do Award and judge by theſe preſents, That the ſaid *G.* and his Executors, without his or their claim or moleſtation, ſhall permit and ſuffer the ſaid *A.* to have and enjoy to her own uſe, as well all the wearing Apparel belonging to her body, as alſo all that Furniture of her Lodging Chamber, Jewels and Rings of Gold, Stone and Plate hereafter particularly mentioned in theſe preſents, that is to ſay, &c. *In Witneſs*, &c.

A proviſion to pay debts not yet diſcovered.

A diſcharge ſhall be given for the Writings.

The wife ſhall have her own wearing Apparel.

An Award between Executors at ſtrife about their Teſtator's goods.

TO all to whom this preſent Writing of Award indented ſhall come, *H. K.* ſendeth greeting in our Lord God everlaſting; *Whereas* lately heretofore Suit and Variance was had and moved, between *R. K.* &c. on the one party, and *G. K.* &c. on the other party, for and touching the Execution of the laſt Will and Teſtament of one *C. P.* late of *L.* Widdow, deceaſed, ordained and made the ſaid *R.* and *G.* her Executors of her ſaid laſt Will and Teſtament for the final ending whereof, and of all other controverſies betwixt the ſame parties, they have ſubmitted themſelves to the Award, Arbitrament and Judgement of me the ſaid *H. K.* in ſuch ſort and manner as by ſeveral Obligations of 50 l. apiece in that behalf made by either of the ſaid parties to the other of them, dated &c. with their ſeve-

ral conditions upon them endorſed plainly may appear. The charge and buſineſs of which ſaid Award and Arbitrament, I the ſaid *H. K.* have taken upon me, and have throughly heard and conſidered of all the Controverſies between the ſaid parties, and of their Allegations, Declarations and Anſwers on both ſides. And now I do by theſe preſents make and give up mine Award, Arbitrament, final End, Order and Judgement, of, and upon the ſame Premiſſes between the ſaid parties in form, &c. *viz.* Firſt, I do Award, Order and Judge by theſe preſents, That the ſaid *G. K.* and his Executors, ſhall permit and ſuffer the ſaid *R. K.* to have, and enjoy to his own uſe that mourning Gown and Hood which he had after the deceaſe of the ſaid *C. P.* againſt her Burial. And alſo, that the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, ſhall on the 10th. day &c. between the hours &c. pay or cauſe to be paid to the ſaid *R. K.* his certain Attorney, Executors, or Adminiſtrators, at the now dwelling houſe of &c. the ſum of &c. and then and there alſo ſhall clearly and freely give and deliver to the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, two Pots and a Goblet of Silver and Gilt poize 29 ounces, which late was of the ſaid *C. P.* And, I do further Award, &c. That the ſaid *R.* his Executors or Adminiſtrators ſhall not at any time hereafter, either deal or intermeddle with the Execution of the laſt Will and Teſtament of the ſaid *C. P.* or claim take or challenge any of the Goods or Chattels which were of the ſaid *C.* other then only the Pots and Goblet aforeſaid, or receive, take, acquit, and diſcharge any debt or duty, which was owing and growing towards the ſaid *C.* whileſt ſhe lived. And alſo, That the ſaid *R. K.* his Executors, Adminiſtrators, and Aſſigns, from time to time, and at all times hereafter ſhall agree, permit, and ſuffer that the ſaid *G.* his Executors and Adminiſtraors, ſhall, and may peaceably and quietly, have and take, and by all lawful means recover and enjoy, all and ſingular the Goods, Chattels, and Debts, which were of the ſaid *E.* at the time of her deceaſe, other then only the ſaid Pots and Goblet; without any Let, Claim, or Impediment of the ſaid *R.* his Executors, or Adminiſtrators. And alſo, That the ſaid *R.* his Executors or Aſſigns, upon payment and delivery to him or any of them made of the ſum of Mony, Pots and Goblet aforeſaid, in form aforeſaid ſhall deliver or cauſe &c. to the ſaid *G. K.* his Executors or Adminiſtrators, one ſufficient acquittance, teſtifying the receit of the ſame Mony, Pots and Goblet. And moreover, I the ſaid *H.* do hereby Award, &c. That the ſaid *G.* his Executors or Adminiſtrators, at the only coſts and charges of the ſaid *G.* his Executors or Adminiſtrators, ſhall well and ſufficiently at all times hereafter upon reaſonable requeſt to him or them to be made by the ſaid *R.* his Executors, Adminiſtrators or Aſſigns, ſave and keep harmleſs the ſame *R.* his Executors and Adminiſtrators, of, and for all, and all manner Actions, Suits, Coſts, Damages, Judgements, Executions and Demands which ſhall be had or brought againſt the ſaid *R.* his Executors or Adminiſtrators, by reaſon or means that the ſaid *R.* did take upon him to be Executor of the ſaid Teſtament of the ſaid *C.* and alſo that the ſaid *G.* ſhall pay for the Drawing and Ingroſſing of theſe preſents to the Writer thereof, 5 l. of &c. *And laſtly,*

The Executors ſhall have ſome particular goods.

The Executors ſhall not meddle.

The Executors ſhall ſuffer G. to enjoy the goods.

An acquittance to be given for the Mony and goods.

Save harmleſs from former Actions.

I

I Award, &c. that either of the ſaid parties, their Executors and Adminiſtrators, for their ſeveral parts, ſhall from henceforth ſurceaſe from all further Suite and Suits and quarrels in Law whatſoever for any matter between them two had ſtirred or depending at any time before the &c. date of the ſaid Obligations, to ſtand to this Award, &c. *In Witneſs.*

The Form of an Award Indented.

TO all Chriſtian People, to whom this preſent awarded Indenture ſhall come, *A. B.* and *C. D.* ſend greeting in our Lord God everlaſting: *Know ye*, That whereas ſome variance and controverſie hath heretofore been had and moved between *E. F.* of *G.* Widdow, late Wife and Executrix of the laſt Will and Teſtament of *T. F.* deceaſed, and *R. F.* her ſon, touching certain Goods and Chattels, left, demiſed, given and appointed to the ſaid *R. F.* by virtue of the ſaid laſt Will and Teſtament of the ſaid *T. F.* his Father, whereof the ſaid E. took the ſole Execution and Probation, for the appeaſing and ending of which ſaid controverſie, both the ſaid parties by their mutual aſſents, conſents and agreements, have ſubmitted, compromitted, and heretofore become bound, either to other by their ſeveral Bonds Obligatory, bearing date the &c. in the ſum of 100 l. to ſtand to, obſerve, perform, fulfil and keep the Award, Arbitrament, Doom, and Judgement of us the ſaid *A. B.* and *C. D.* Arbitrators indifferently choſen between the ſaid parties, as by the ſaid Bonds Obligatory, and Conditions thereunto ſubſequent, more at large appeareth. Upon which ſubmiſſion, We the ſaid Arbitrators, for the avoiding of further troubles, and to cauſe peace, love and unity between the ſaid parties, having ſeen and read, and deliberatly conſidered of the ſaid laſt Will and and other Writings, having Relation to, and dependancy on the ſame, and having alſo heard the allegations and proofs on both ſides concerning the Premiſſes, and duely weighed the circumſtances thereof; we the ſaid Arbitrators having the conſent of the ſaid parties, do, the day of the date hereof, make, publiſh, and declare this our Award and judgement in the Premiſſes, in ſuch manner and form as followeth: That is to ſay, —— *Recital.*

And having ſet down the Award, thus conclude:

And for the better teſtification and confirmation hereof, We the ſaid Arbitrators have to this our Award ſet our hands and ſeals the 3d. day of M. Anno Dñi, 1651.

An Award in a Controverſie growing by means of Copartnerſhip.

TO all to whom this preſent Writing of Award ſhall come, *T. S.* and *S. B.* &c ſend greeting in our Lord God everlaſting. *Whereas* heretofore there hath been divers ſtrifes and variances moved, and are yet depending between *R. H.* &c. and *J. C.* &c. Executors, of *T. C.* late of *L.* Haberd. deceaſed, on the one party, and *H. B.* &c. on the other party: for the appeaſing and final ending whereof, the ſaid parties of one aſſent and conſent, as doth appear, and is recited in ſeveral conditions of ſeveral Obligations, bearing date the 10th. of this preſent *A.* which the ſaid parties have interchangeable made, ſealed and delivered, each to the other; have named and choſen us the ſaid *J. S.* &c. their Judges and Arbitrators, to award, arbiter, ordain, rule, judge, and determine, of, for, upon, and concerning all and all manner of actions, as well real, as perſonal ſuits, quarrels, ſtrifes, variances, coſts, damages, and demands whatſoever, had, moved, ſtirred, or depending between the ſaid parties in any manner of wiſe from the beginning of the World, until the day of the date of the ſaid Obligation; So that the ſame our Award, Arbitrament, Ordinance and Judgement, were had or made by us the ſaid Arbitrators, or any five of us, and put in writing under our hands and ſeals, ready to be delivered to the ſaid parties or any of them, requiring the ſame before the laſt day of *A.* next coming after the ſaid date of the ſaid Obligations, as by the ſaid Oligations with their ſeveral Conditions on them ſeverally endorſed, may and will appear. And for as much as we the ſaid Arbitrators have taken the charge of the ſaid Judgement and Arbitrement upon us, and thereupon have deliberately heard and examined all variances between the ſaid parties and their allegations, anſwers and proofs in that behalf alledged, made and produced, do now thereof, even this preſent day of the date of theſe preſents, make and give up, in and by this preſent Writing Indented under our hands and ſeals, our full and final Award, Arbitrement, Ordinance and Judgement, in manner and form following: That is to ſay, That whereas the ſaid *T. C.* while he lived, and the ſaid *H. B.* were Copartners, and had had joynt-traffique together in divers things, the accounts whereof we have ſeen and examined, We do thereupon award, arbitrate, ordain and judge by theſe preſents, That the ſaid *R. H.* and *J. C.* or one of them, their Executors or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid to the ſaid *H. B.* his Executors &c. the ſum of &c. of &c. at &c. that is to ſay, &c. And alſo we do by theſe preſents Arbitrate, Award, Ordain and Judge, That the ſaid *H.* his Executors and Adminiſtrators, ſhall from time to time upon the reaſonable requeſt of the ſaid *R.* or *J.* their Executors or Adminiſtrators, conſent, ſuffer, and agree, That at the equal and indifferent coſts and charges of the ſaid *R. J.* and *H.* and their ſeveral Executors and Adminiſtrators, all, and all manner of lawful

Award.

lawful Suits, Actions, Recoveries, Judgements and Executions, ſhall and may in the name and names of the ſaid *H.* his Executors and Adminiſtrators, be had and purſued, with effect againſt all and every perſon or perſons, of, and upon the Books of the ſaid Accounts, and all and every Bond or Bonds, or Speciality whatſoever which the ſaid *H.* hath of, or touching all, or any the debts, ſpecified in the Schedule to theſe Preſents annexed, and that all and every the profits, commodities and advantages whatſoever to be had or gotten by means of any the ſaid Suits, Actions, Recoveries, Judgements and Executions, or by means of any of them, ſhall be equally had, divided and parted, part and party-like, the one halfe thereof to the ſaid *H B.* his Executors and Adminiſtrators, and the other half thereof to the ſaid *R.* and *J.* his Executors and Adminiſtrators; and that neither of the ſaid parties, nor their ſeveral Executors or Adminiſtrators, ſhall wittingly and willingly, without the conſent of the other party, or of his or their Executors or Adminiſtrators, do, procure or cauſe any thing to be done to hinder or defeat any the ſaid lawful Suits, Actions, Recoveries, Judgements or Executions to be had as aforeſaid, of or for any the ſaid debts, or to let or hinder the equal dividing of all profits, commodities and advantages thereof, or thereby to be had or gotten contrary to the true meaning aforeſaid. *And further*, We do award, Order and Judge by theſe Preſents, That the ſaid *H. B.* upon reaſonable requeſt, ſhall on the firſt day of *&c.* now next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *R H.* and *J. C.* or to one of them, or otherwiſe for both their uſes, at, or in, *&c.* between the hours of *&c.* of the ſame day, or otherwiſe in the mean time before hand one lawful acquittance general, of, and for all Actions, Suits, Quarrels and Demands from the beginning of the World, until the 8th. of *A.* laſt paſt. And likewiſe, We do Award, *&c.* by theſe Preſents, That the ſaid *R.* and *J.* upon the like reaſonable requeſt, ſhall on the ſaid *&c.* now alſo next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *H. B.* at, or in, *&c.* between the like hours aforeſaid in the forenoon, *&c.* or otherwiſe *&c.* one lawful acquittance general, of, and for, all Actions, Suits, Quarrels and Demands, from the beginning of the World, until the ſaid 6th. day of *A.* now laſt paſt as aforeſaid. *In Witneſs.*

The Executors ſhall ſue at their equal coſts.

All things Received ſhall be equally divided

General Acquittances.

BARGAINS.

An Award in a Controverſie growing by means of Copartnerſhip.

TO all to whom this preſent Writing of Award ſhall come, *T. S.* and *S. B.* &c ſend greeting in our Lord God everlaſting. *Whereas* heretofore there hath been divers ſtrifes and variances moved, and are yet depending between *R. H.* &c. and *J. C.* &c. Executors, of *T. C.* late of *L.* Haberd. deceaſed, on the one party, and *H. B.* &c. on the other party: for the appeaſing and final ending whereof, the ſaid parties of one aſſent and conſent, as doth appear, and is recited in ſeveral conditions of ſeveral Obligations, bearing date the 10th. of this preſent *A.* which the ſaid parties have interchangeable made, ſealed and delivered, each to the other; have named and choſen us the ſaid *J. S.* &c. their Judges and Arbitrators, to award, arbiter, ordain, rule, judge, and determine, of, for, upon, and concerning all and all manner of actions, as well real, as perſonal ſuits, quarrels, ſtrifes, variances, coſts, damages, and demands whatſoever, had, moved, ſtirred, or depending between the ſaid parties in any manner of wiſe from the beginning of the World, until the day of the date of the ſaid Obligation; So that the ſame our Award, Arbitrament, Ordinance and Judgement, were had or made by us the ſaid Arbitrators, or any five of us, and put in writing under our hands and ſeals, ready to be delivered to the ſaid parties or any of them, requiring the ſame before the laſt day of *A.* next coming after the ſaid date of the ſaid Obligations, as by the ſaid Oligations with their ſeveral Conditions on them ſeverally endorſed, may and will appear. And for as much as we the ſaid Arbitrators have taken the charge of the ſaid Judgement and Arbitrement upon us, and thereupon have deliberately heard and examined all variances between the ſaid parties and their allegations, anſwers and proofs in that behalf alledged, made and produced, do now thereof, even this preſent day of the date of theſe preſents, make and give up, in and by this preſent Writing Indented under our hands and ſeals, our full and final Award, Arbitrement, Ordinance and Judgement, in manner and form following: That is to ſay, That whereas the ſaid *T. C.* while he lived, and the ſaid *H. B.* were Copartners, and had had joynt-traffique together in divers things, the accounts whereof we have ſeen and examined, We do thereupon award, arbitrate, ordain and judge by theſe preſents, That the ſaid *R. H.* and *J. C.* or one of them, their Executors or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid to the ſaid *H. B.* his Executors &c. the ſum of &c. of &c. at &c. that is to ſay, &c. And alſo we do by theſe preſents Arbitrate, Award, Ordain and Judge, That the ſaid *H.* his Executors and Adminiſtrators, ſhall from time to time upon the reaſonable requeſt of the ſaid *R.* or *J.* their Executors or Adminiſtrators, conſent, ſuffer, and agree, That at the equal and indifferent coſts and charges of the ſaid *R. J.* and *H.* and their ſeveral Executors and Adminiſtrators, all, and all manner of lawful

Award.

lawful Suits, Actions, Recoveries, Judgements and Executions, ſhall and may in the name and names of the ſaid *H.* his Executors and Adminiſtrators, be had and purſued, with effect againſt all and every perſon or perſons, of, and upon the Books of the ſaid Accounts, and all and every Bond or Bonds, or Speciality whatſoever which the ſaid *H.* hath of, or touching all, or any the debts, ſpecified in the Schedule to theſe Preſents annexed, and that all and every the profits, commodities and advantages whatſoever to be had or gotten by means of any the ſaid Suits, Actions, Recoveries, Judgements and Executions, or by means of any of them, ſhall be equally had, divided and parted, part and party-like, the one halfe thereof to the ſaid *H.B.* his Executors and Adminiſtrators, and the other half thereof to the ſaid *R.* and *J.* his Executors and Adminiſtrators; and that neither of the ſaid parties, nor their ſeveral Executors or Adminiſtrators, ſhall wittingly and willingly, without the conſent of the other party, or of his or their Executors or Adminiſtrators, do, procure or cauſe any thing to be done to hinder or defeat any the ſaid lawful Suits, Actions, Recoveries, Judgements or Executions to be had as aforeſaid, of or for any the ſaid debts, or to let or hinder the equal dividing of all profits, commodities and advantages thereof, or thereby to be had or gotten contrary to the true meaning aforeſaid. *And further*, We do award, Order and Judge by theſe Preſents, That the ſaid *H. B.* upon reaſonable requeſt, ſhall on the firſt day of *&c.* now next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *R. H.* and *J. C.* or to one of them, or otherwiſe for both their uſes, at, or in, *&c.* between the hours of *&c.* of the ſame day, or otherwiſe in the mean time before hand one lawful acquittance general, of, and for all Actions, Suits, Quarrels and Demands from the beginning of the World, until the 8th. of *A.* laſt paſt. And likewiſe, We do Award, *&c.* by theſe Preſents, That the ſaid *R.* and *J.* upon the like reaſonable requeſt, ſhall on the ſaid *&c.* now alſo next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *H. B.* at, or in, *&c.* between the like hours aforeſaid in the forenoon, *&c.* or otherwiſe *&c.* one lawful acquittance general, of, and for, all Actions, Suits, Quarrels and Demands, from the beginning of the World, until the ſaid 6th. day of *A.* now laſt paſt as aforeſaid. *In Witneſs.*

The Executors ſhall ſue at their equal coſts.

All things Received ſhall be equally divided

General Acquittances.

BARGAINS.

BARGAINS.

A Bargain and Sale of Copyhold Lands by Commissioners of Bankrupts.

THis Indenture made, &c. between *S. E.* Esquire, *E. T.* Esquire, and *J. J.* Gent. of the one part; and *R. W.* of &c. *R W.* &c. *D. M.* of &c. *E. C.* of &c. and *W.* E. of &c. of the other part; *Witnesseth*, That Whereas upon Complaint made to the Right Honourable *T.* Lord *C.* Lord Keeper of the great Seal of *England*, by *E. S.* &c. as well for himself as for all other the Creditors of *F. M.* late of *W.* &c. That whereas the said *F. M.* using and exercising the Trade of Merchandise by way of bargaining, exchange, bartering and chevisance, seeking his Trade of living by buying and selling upon good and just cause for Wares and Merchandise to him sold and delivered, and also for ready Mony to him lent, being indebted to the said *E. S.* and other his Creditors, in divers and several sums of Mony, amounting in the whole to the sum of 500 l. and upwards, of late (that is to say) about the month of *M.* in the year &c. did become Bankrupt within the several Statutes lately made against Bankrupts, to the intent to defraud and hinder him the said *E. S.* and other his Creditors, of their just debts and duties to them owing (*viz.*) within the Statute made in the Parliament, begun and holden at *Westminster* the 2d. day of *A.* in the 13th. year of the Reign of our late Soveraign Lady Qu. *Eliz.* concerning Bankrupes, and within the Statute made in the Parliament begun and holden at *Westminster* aforesaid, the 19th. day of *M.* in the first year of the Reign of our late Soveraign Lord of famous Memory King *James* of *England*, *France*, and *Ireland*, and of *Scotland* 37. Intituled, An Act for the better relief of Creditors against such as shall become Bankrupt. And also within the Statute made in the Parliament and holden at *Westminster*, begun at the 19th. day of *F.* in the 21 year of the Reign of our said late Soveraign King *James* of *England*, *France*, and *Ireland*, and of *Scotland* 57. Entituled, An Act for the further discription of Bankrups, and relief of Creditors against such as shall become Bankrupts, or within one of them: our said Soveraign Lord the King's Majesty that now is, by his most gracious Commission under the great Seal of *England*, bearing date at *Westminster* the 19th. day of *J.* in the 13th. year of his Majesties Reign, that now is, directed to the said *S. E. E. T.* and *J. J.* and unto *F. W.* Gent. and *J. P.* Gent. hath Named, Assigned, Constituted and Ordained the said *S. E.*

The Creditors complaint.

The Commission.

S.E. E.T. J.J. H.W. and *J.P.* his Majesties special Commissioners, giving full power and authority unto them, 4 or 3 of them; whereof the said *S. E.* or *E T.* to be one, to execute the said Commission, according to the same Statutes, and every, or any of them, not only concerning the said *F.M.* his body, Lands, Tenements, Freehold and Customary Goods, Debts, and other things whatsoever; but also concerning all other persons, which by Concealments, Claim, otherwise, do or shall offend touching the Premisses, or any part thereof, contrary to the true intent and meaning of the same Statutes, and every, or any of them, to do and execute all and every thing and things whatsoever, as well towards, and for satisfaction and payment of his said Creditors, as towards, and for all other Intents and Purposes, according to the ordinance and provision of the same Statutes, as in and by the said Commission and the complaint in writing thereunto annexed, more plainly and at large doth and may appear. And whereas the said *S.E. E.T.* and *J.J.* do further finde, that all the time that the said *F.M.* became Bankrupt as aforesaid, he the said *F.M.* and *J.* his Wife, were, and stood seised to them, and to the Heirs of the said *F.M.* according to the Custome of the Mannor of *W* in the County of *E.* of one Copyhold, or Customary Messuage, or Tenement called *C.* with a Garden and Orchard thereunto belonging, now in the occupation of the said *F. M.* &c. holden by Copy of Court-Roll, of the so-esaid Mannor of *W.* All which Copy-hold, or Customary Premisses, the greater part of the above-named Commissioners, by the said Commission authorized, have caused to be viewed and rented, and the respective Estates of the said *F.M.* of and in the same to be appraised to the best value they may, and accordingly the same have been viewed, rented and appraised by *J. K.* and *R. F.* men of sufficient skill and judgement for the doing thereof, in manner and form following; That is to say, the foresaid Messuage or Tenement called *C.* and the Garden and Orchard thereunto belonging, in the occupation of the said *F.M.* scituate, lying, and being at *W.* aforesaid, to be let for the yearly Rent of 6 l. of lawful Mony of *England*, and the Estate of the said *F.M.* therein, worth to be sold 90 l. of like Mony, &c. The said *S. E. E.T.* and *J.J.* with the consent, and at the request of the Creditors of the said *F. M.* that have sued forth and prosecuted the said Commission against the said *F.M.* for, and in consideration of the sum of 897 l. of lawful Mony of *England*, unto the said *S.E.E.T.* and *J.J.* by the said *R.W. R.B. D.M. E.C.* and *W.E.* to the use, benefit, and behalf, as well of themselves, as also of all other the Creditors of the said *F.M* that have sued forth and have joyned, and that shall hereafter joyn in the prosecuting of the said Commission, according to the Statues in that behalf made and provided, well and truly contented and paid, have by force and virtue of the said Commission, as much as in them the said *S.E. E.T.* and *J. J.* doth lye; and they lawfully granted, bargained, and sold, and by these Presents Do, as much as in them lyeth, and they lawfully may grant, bargain, and sell unto the said *R.W. R.B. D.M. E. C.* and *W. E.* all that the foresaid Copy-hold, or Customary Messuage, or Tenement called *C*, with the Garden and Orchard thereunto

Recital that the Debtor became Bankrupt.

Bargain and Sale.

unto

unto belonging, and now in the occupation of the ſaid *F. M* holden by Copy of Court-Roll of the foreſaid Mannor of *W.* &c. Together with all Woods, Underwoods, Commons, Paſtures, Feedings, Wayes, Watercourſes, Eaſements, Profits, Commodities, Emoluments, and Appurtenances whatſoever, unto all and every the ſaid Copy-hold, or Cuſtomary Premiſſes thereby granted, and every part and parcel thereof belonging, or in any wiſe appertaining, or there were uſually letten, occupyed, or enjoyed, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, and Reverſions, Remainder, and Remainders, Claim, and Demand whatſoever, of the ſaid *F. M.* of, in, and to all and ſingular the Premiſſes hereby granted, and every part and parcel thereof, with the Appurtenances, **To have and to hold**, all the ſaid Copy-hold, or Cuſtomary Meſſuage or Tenement called &c. and every part and parcel thereof, with all and every the Appurtenances unto the ſaid *R. W. R. B. D. M. E. C.* and *W. E.* their Heirs and Aſſigns, to their own proper uſe and behoof for ever, according to the cuſtome of the ſaid ſeveral Mannors, whereof the ſame be reſpectively holden as aforeſaid. And to have and to hold all and ſingular the ſaid Cloſe or Paſture-ground called *H.* and the ſaid Cloſe of arable Land thereunto adjoyning, and every part and parcel thereof, with all and every the Appurtenances unto the ſaid *R. W. R. B. D. M. E. C.* and *W. E.* and their Aſſigns, to their own proper uſe and behoof, for, and during the natural life of the ſaid *F. M.* according to the Cuſtome of the aforeſaid Mannor of *W.* aforeſaid. **Yielding**, paying, performing, and doing unto the ſaid ſeveral Lords of the ſeveral Mannors before mentioned, of whom the Copy-hold or Cuſtomary Premiſſes hereby granted, are reſpectively holden, all and every the Fines, Rents, Duties, and Services of Right uſed and accuſtomed, to be *yielded*, payed, performed, and done for the ſame. **In Witneſs**, *&c.*

Habendum.

A Bargain and Sale of Lands, with general Warranty and good Covenants.

This Indenture &c. Between &c. on the one party, and *R. B.* &c. on the other party; **Witneſſeth**, That the ſaid *R. C.* for and in conſideration of the Sum of &c. of lawful &c whereof &c. hath given, granted, bargained and ſold, and by theſe preſents doth fully and clearly &c. unto the ſaid *R. B.* and to his Heirs and Aſſigns for every, all that the Mannor of *L. alias L. P.* in the County of *S.* with all and ſingular the Courts, and Perquiſits and Profits of Courts, Leets, and Views, of Frank-pledge, and all other Rights, Royalties, Members, Profits, Rents, Services, Commodities, Priviledges, Juriſdictions, Caſualties, and Appurtenances whatſoever, to the ſaid Mannor belonging, or in any wiſe appertaining, and all and ſingular Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Commodities, and Hereditaments, with the Appurtenances commonly called or known by the name of *L. alias L. P.* or by the name or names of any of them, ſet, lying, and being in the Towns, Pariſhes, or Fields of *G. alias*

W.

W. T. alias T. and *C.* in the County of *S.* or in any of them, or elſewhere, in the ſaid County of *S.* And all and ſingular the Meſſuages, Lands, Tenements, Meadows, Leaſues, Paſtures, Commons, Woods, Under-woods, Hedg-rows, Waters, Fiſhings, Rents, Reverſions, Services, and Hereditaments whatſoever, with their Appurtenances, ſet, lying, and being in the Towns, Pariſhes, Fields, Hamlets, Territories &c. aforeſaid, or in any of them, or elſewhere in the ſaid County of *S.* to the ſaid Mannors of *L. alias L. P.* and other the Premiſſes, or to any of them belonging, or in any wiſe appertaining, or heretofore taken, accepted, reputed, eſteemed, or known, to be part, or parcel, or Member of the ſame Mannor, or Park. And all other Lands, Tenements, Rents, Reverſions, Services, Commodities, and Hereditaments, with their Appurtenances, now of the ſaid *R. C.* ſet, lying, and being in the Towns, Pariſhes, and Fields aforeſaid, or any of them, or reputed and taken for the Lands or Hereditaments of the ſaid *R. C.* And all ſuch Eſtate, Right, Title, Uſe, Poſſeſſions, Reverſion, Remainder, and Demand, as he the ſaid *R C.* hath, may, might, ſhould, or ought to have, in and to the ſaid Mannors, Park and all and ſingular the other the Premiſſes, with the Appurtenances, or of, in, or to any part or parcel thereof; and alſo all and ſingular the Deeds, Evidences, Charters, Court-Rolls, Rentals, Mynuments, Eſcripts, Terrors, Boundaries, Counterparts of Leaſes and Writings, touching, or in any wiſe concerning the ſaid Mannor and other the Premiſſes, with the Appurtenances, or any part or parcel thereof. All which ſaid Deeds, Evidences, Charters, Court-Rolls, Mynuments, Eſcripts, and Writings, or all ſuch, and ſo many of them, as the ſaid *R.* hath, or that he, his Heirs, Executors, or Aſſigns, may, or can come by lawfully, without Suit in the Law. The ſaid *R. C. covenanteth* &c. for him &c. to and with &c. well and ſafely to deliver, or cauſe to be delivered to the ſaid *R. B.* his Heirs or Aſſigns, ſafe, whole, and uncancelled, at the now Manſion-houſe, &c. ſituate, &c. at or before the 4th day of *D.* next enſuing the date hereof: *To have and to hold* the ſaid Mannor of *L. alias L. P.* and the ſaid Park; and alſo all the ſaid Lands, Tenements, and Hereditaments, and all and every other the Premiſſes, with their Appurtenances, and every part and parcel thereof, unto the ſaid *R. B.* his Heirs and Aſſigns, to the ſole only, and proper uſe and behoof of the ſaid *R. B.* his Heirs and Aſſigns, for ever. And the ſaid *R. C.* for him &c. *covenanteth* &c. in manner and form following; That is to ſay, That he the ſaid *R.* is now the very true, ſole, perfect, and lawful Owner of all and ſingular the Premiſſes in Fee; and that he the ſaid *R. C.* now at the enſealing and delivery of theſe Preſents, is lawfully, ſurely, ſolely, and indefeaſibly ſeized in Fee, to the uſe of himſelf, and of his Heirs and Aſſigns for ever, and to none other uſe; and that without any condition, further limitation, or determination of uſe or uſes, of, and in the ſaid Mannor of *L alias L. P.* with the Appurtenances; and of, and in all and ſingular other the Premiſſes and Hereditaments before mentioned, to be bargained and ſold: And that there is no Fee-ſimple, Reverſion, or Remainder, in the King, of the ſame, or any part thereof. And that the ſaid *R. C.* hath full Power, good Right, and lawful Authority, to give, grant, bargain, ſell, and aſſure the Premiſſes, and every part and parcel thereof, with

Covenant to deliver Deeds.

To Habend.

Covenants that he is Owner in Fee.

Seiſed in Fee.

No Reverſion in the King.

Authority to ſell.

with their Appurtenances, to the ſaid *R. B.* his Heirs and Aſſigns, in manner and form aforeſaid. And that the Premiſſes by theſe preſents bargained and ſold, or meant or intended to be bargained or ſold, and every part and parcel thereof, be holden in *Free Socage*, and not in *Capite* or by *Knights Service*, but by *Fealty*, and at the Rent of one pair of *gilt-Spurs*, of 6d. by the year, and not charged by or with any greater Rent, or any other Service whatſoever. And alſo, That he the ſaid *R.C.* and his Heirs, ſhall and will, before the laſt day of *F.* next &c. at the coſts and charges in the Law of the ſaid *R.B.* and his Heirs, make and execute, or cauſe to be made to the ſaid *R.* his Heirs, and Aſſigns, for ever, a good, ſure, rightful, perfit, abſolute and lawful eſtate in the Law in *Fee Simple*, to the only and proper uſe of the ſaid *R. B.* his Heirs and Aſſigns, for ever, without any manner of Condition or Deſeaſance, of, and in the ſaid Mannor, and all and every other the Premiſſes, with their Appurtenances, and every part and parcel thereof, with Warranty againſt all men, or without Warranty; as by the ſaid *R.* his Heirs, or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed. And further, That the ſaid Mannor, and all, and ſeveral other the Premiſſes, with their Appurtenances, and every part and parcel thereof, now are and at the time of the making and executing of the ſaid eſtate to be made as aforeſaid, ſhall be, and from time to time, and at all times hereafter, ſhall and may, ſtand, abide, remain, and continue unto the ſaid *R.* his Heirs and Aſſigns, freely and clearly diſcharged, exonerated and acquitted, and otherwiſe by the ſaid *R.C.* his Heirs, Executors or Aſſigns, defended, ſaved and kept harmleſs of, and from all and every former Bargains, Sales, Gifts, Grants, Eſtates, Uſes, Conditions, Statutes Merchant, and Statute of the ſtaple, Recognizance, Condemnations, Judgements, Executions, Annuities, Fees, Joynters, Dowers, Fines, Iſſues, Amerciaments, Rents, Charge, Rent-Seck, arrearage of Rent, and of and from all and every other former Titles, Charges and Incumbrances, whatſoever. The Rent and Service aforementioned hereafter to grow due to be paid and done, and the liberty of one *R.H.* and his Aſſigns, to fetch and carry away, of, and from the Premiſſes, all ſuch Timber, Trees, and Woods, as were there felled and cut down before the 22d day of *O.* laſt &c. and one Leaſe made of parcel of the Premiſſes, to *S. H.* which ſhall expire and determine within 15 days next enſuing the date thereof, whereupon there is received the yearly rent of &c. of lawful &c. and one other Leaſe made of another parcel of the Premiſſes, to *W. R.* which ſhall expire and end &c. whereupon &c. and one other Leaſe &c. whereupon &c. which ſaid ſeveral yearly Rent from henceforth, during the ſeveral continuances of the ſame ſeveral Leaſes, ſhall be due and payable to the ſaid *R. B.* his Heirs and Aſſigns. And alſo ſuch Eſtate, Right, Title, Intereſt and Demand, as *R.C.* &c. hath in the Moiety, or half part of the ſaid Mannor of *L.* of the Grant or Aſſignment of *J. F.* of *L.* Widdow, contained or mentioned in an Indenture, bearing date &c. made between the ſaid *J.* on the one party, and the ſaid *R.C.* on the other party, only except and foreprized. *And furthermore*, The ſaid *R.C.* for him, his Heirs, covenanteth &c. that he the ſaid *R. B.* his Heirs and Aſſigns ſhall

Socage, Tenure, and Rent, &c.

To make a full Aſſurance by a day.

Diſcharge of Incumbrances.

Exception of a Leaſe and liberty to cut. Trees and Wood ſold.

For quiet enjoyment.

ſhall and may from henceforth for ever lawfully, peaceably, and quietly, *have, hold* poſſeſs, inherit, and enjoy all the ſaid Mannor of *L.* with the Appurtenances: and all and every other the Premiſſes, with their Appurtenances: And ſhall and may alſo lawfully receive, take, have and enjoy, all and ſingular the Rents, Revenews, Iſſues, and Profits thereof, from time to time coming, growing, and renewing, to the only uſe and behoof of the ſaid *R. B.* and of his Heirs and Aſſigns, for ever, according to the purport &c. of theſe preſents, without any lett, reſiſtance, diſturbance, or interruption of the ſaid *R.* his Heirs, and Aſſigns, and without any manner of lawful lett, reſiſtance, moleſtation, eviction, expulſion, recovery or interruption of any other perſon or perſons, whatſoever, other then the ſaid *R. C.* and his Aſſigns claiming by, from, or under the ſaid Eſtate or Intereſt, of the ſaid *R. C.* before excepted, and other ſuch perſons as any thing claim in the ſaid excepted Leaſes, or any of them, and for and concerning ſuch Title and Intereſt, only, as any of the ſame perſons claimeth by force of any of the ſaid Leaſes ſo before excepted. *Further aſſurances.* And, That he the ſaid *R. C.* and his Heirs, and *B.* now his wife, and all and every other perſon and perſons, and their Heirs, having lawfully claiming or pretending to have, or that hereafter ſhall or may have or lawfully claim or pretend to have, any Eſtate, Title, Intereſt, or other thing, into or out of the ſaid Mannors and other the Premiſſes, or any part or parcel thereof, except the ſaid *R. C.* and his Aſſigns, claiming by, or under the ſaid Eſtate or Intereſt of the ſaid *R C.* before excepted, and alſo except ſuch perſon or perſons as ſhall claim for or by reaſon of the Leaſes aforeſaid, or any of them, and for and concerning only their ſaid Titles, and Intereſt of their ſaid ſeveral Leaſes, and alſo except *J. F.* Widdow, Mother of the ſaid *R. C.* for ſuch Title, or Right of Dower only as ſhe pretendeth to have by the ordinary courſe of the Common Law of this Land, in the Premiſſes, ſhall and will upon every reaſonable requeſt, at the coſts and charges in the Law of the ſaid *R. B.* his Heirs and Aſſigns, further do, make, knowledge & ſuffer, or cauſe to be done, made, knowledged and ſufferred, from time to time & at all times hereafter, during the ſpace of 7 years, next enſuing the date hereof, and every ſuch further lawful and reaſonable act and acts, deviſe and deviſes, aſſurance and aſſurances, thing or things as ſhall be deviſed or adviſed by the ſaid *R. B.* his Heirs and Aſſigns, or by his or their Learned Councel in the Law, for the further and more better aſſurance, ſurety, and ſure making, and for the clear and abſolute having of the ſaid Mannor of *L.* with the Appurtenances, and all and ſingular the Premiſſes, with the Appurtenances, and every part and parcel thereof to the ſaid *R B.* his Heirs and Aſſigns, for ever, to the ſole and only uſe and behoof of the ſaid *R. B.* and of his Heirs and Aſſigns, for ever, and to none other uſe or intent, be it by Fine, Feoffment, Recovery, with Vouther or Vouchers, ſingle or double, Deed or Deeds, inrolled or not inrolled, Releaſe, with Warranty againſt all men, or by any other waies or means whatſoever. *Vendors to pay half the charges of the Fine and Poſt fine.* And, That the ſaid *R. C.* upon reaſonable requeſt, ſhall and will pay and bear the one half of any Fine, or Poſt-fine, touching or concerning any aſſurances to be had or executed of the Premiſſes, or any parcel thereof; by and from the ſaid *R.* and *B.* his wife, or either of them, or the

Heirs

Heirs of the ſaid *R.* to the ſaid *R.C.* his Heirs, or Aſſigns. And moreover, The ſaid *R.B. covenanteth*, &c. That all the ſaid Fines, Feoffments, Recoveries, and other Conveyances, and Aſſurances aforeſaid, and every of them ſhall be, and every and all and ſingular the perſons aforeſaid, and all and every other perſon and perſons whatſoever, that now have, or hereafter ſhall or may have or claim any Right, Title or Intereſt, in or out of the ſaid Mannor of *L.* with the Appurtenances, & other the Premiſſes, with their Appurteances, or any part thereof, by, from, or under, the parties aforeſaid, or any of them, or by, from, or under, or by force or means of theſe preſents, or of the ſaid Fines, Feoffments, Recoveries, or other conveyances or aſſurances aforeſaid, or any of them; ſhall at all times, and from time to time, from and after every Execution and Executions of every of the ſaid Fines, Feoffments, Recoveries, or other conveyances or aſſurances aforeſaid, or any of them, ſtand and be ſeized of the ſaid Mannor of *L.* with the Appurtenances, and of all the Lands, Tenements, Rents, Reverſions, and Hereditaments aboveſaid, and of all and every other the Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, to the only uſe and behoof of the ſaid *R.B.* his Heirs and Aſſigns for ever. *In Witneſs, &c.*

The uſe of the further aſſurance.

A Bargain and Sale of Copyhold Land, and of Freehold Land, with Covenants for Aſſurance of each accordingly.

THis Indenture, *&c.* between *J.J. E. &c.* and *T.E. &c.* on the one party; and *J.C. &c.* on the other part; *Witneſſeth*, That it is covenanted and agreed between the ſaid parties, in manner and form following; that is to ſay, the ſaid *J.J. E.* and *T. E.* for them, their Heirs Executors, and Adminiſtrators, and every of them, do covenant and grant to and with the ſaid *J.C.* his Heirs, Executors, and Adminiſtrators, and every of them by theſe preſents, That they the ſaid *J.J. E.* and *D.* his wife, and *T.E.* and *E.* his wife according to the cuſtome of the Mannor of *B.* in the Pariſh of *J.* in the ſaid County of *M.* now are, or ſome of them now be, and do ſtand lawfully and rightfully ſeized to the only uſe of themſelves and their Heirs, or of ſome of them and their Heirs, of and in one Meſſuage or Tenement, with the Appurtenances *&c.* And alſo, that they the ſaid *J.J. E.* and *T.E.* according to the cuſtome of the Mannor of *C.* in the ſaid County of *M.* are and ſtand ſeized to the uſe of themſelves and their Heirs, of and in one Cloſe, with the Appurtenances called *L.* Field, now or late in the occupation of &c. containing by Eſtimation *&c.* all and ſingular which ſaid Meſſuages, Tenements, and Cloſes, with their Appurtenances, according to the ſeveral Cuſtoms of the ſaid ſeveral Mannors, did deſcend and come to the ſaid *J.J. E.* and *T. E.* and their Heirs, by and after the deceaſe of *A. R. alias E.* ſometime the wife of *W. E.* late of *B.* in the ſaid County of *M.* And alſo, The ſaid *J.J. E.* and *T. E.* for them, *&c.* do *covenant*, *&c.* in manner

Seiſed of the Copy-hold.

manner and form following; that is to ſay, that they the ſaid *J. J. E.* and *T. E.* ſhall and will procure, and cauſe ſeveral Courts in the ſaid ſeveral Mannors, lawfully, and according to the ſeveral Cuſtoms of the ſaid Mannors, to be holden and kept on this ſide the 23 day of this preſent month of *D.* and that then, and there, at the ſame ſeveral Courts, the ſaid *J. J. E.* and *D.* his Wife, and the ſaid *T. E.* and E his Wife, according to the ſeveral Cuſtoms of the ſaid ſeveral Mannors in open Court, ſhall, or will ſurrender, all and ſingular the Premiſſes, with all and ſingular their Appurtenances, to, and for the only uſe and behoof of the ſaid *J. C.* and of his Heirs and Aſſigns for ever. And that he the ſaid *J. C.* his Heirs and Aſſigns, from henceforth, and from the time of the ſeveral making of the ſaid ſeveral Surrenders, according to the ſeveral Cuſtoms of the ſaid ſeveral Mannors, ſhall, or lawfully may hold, occupy, and enjoy, all and ſingular the ſaid Premiſſes, with all and ſingular their Appurtenances, and alſo have, take, perceive, receive, and enjoy all the Iſſues, Rents, and Profits thereof, and of every part thereof, to, and for the only uſe of the ſaid *J. C.* and of his Heirs and Aſſigns for ever, clearly and freely diſcharged, exonerated, and acquitted; or otherwiſe by the ſaid *J. J. E.* and *T. E.* their Heirs or Aſſigns, from time to time, and at all times ſaved harmleſs, of, and from all and ſingular former Surrender and Surrenders, Eſtates, Titles, Leaſes, Dowers, Joyntures, Forfeitures, Arrearages of Rents, and other Incumbrances whatſoever (the Rents and Services, according to the ſeveral Cuſtoms of the ſaid ſeveral Mannors therefore of ancient time accuſtomed, to be paid and done; and from and after the ſeveral making of the ſeveral Surrenders aboveſaid to grow due, to be paid and done, only except) and moreover the ſaid *J. J. E.* and *T. E.* have given, granted, bargained and ſold; and by theſe Preſents, do fully, clearly, and abſolutely give, grant, bargain, and ſell to the ſaid *J. C.* and to his Heirs and Aſſigns for ever, all that Cloſe of Meadow and Paſture, being Free-hold, containing *&c.* and all and ſingular ſuch Deeds, Evidences, Copies of Court-Rolls, Writings, and Mynuments, concerning only the Premiſſes, or only any part thereof, as now be in the hands or cuſtody of the ſaid *J. J. E.* and *T. E.* or in the cuſtody of either of them; or which they, or either of them, can lawfully get, without Suit in the Law: Together with the true Copies of all other Evidences, Writings, Copies, and Mynuments, concerning the Premiſſes, or any part thereof, joyntly with other Lands and Tenements, they the ſaid *J. J. E.* and *T. E.* for them their Heirs and Executors, do covenant, and promiſe to deliver or cauſe to be delivered to the ſaid *J. C.* his Heirs and Aſſigns, at the dwelling houſe *&c.* at, or on this ſide, the *&c.* day of *M.* next coming. And further, The ſaid *J.* and *T.* Do covenant *&c.* that they the ſaid *J. J. E.* and *T. E.* and E. now the wife of the ſaid *T.* and all and every other perſon and perſons (the chief Lords of the ſaid ſeveral Mannors, for their ancient and chief Rents and ſervices, only except) having, or lawfully claiming to have any former Right, Title, Eſtate, or Intereſt, in or to the Premiſſes, or any part thereof from time to time, and at all times, during the ſpace of five years next *&c.* and upon every reaſonable requeſt of the ſaid *J. C.* and of his

To ſurrender.

For quiet enjoyment, diſcharged of Incumbrances.

Bargain and ſale of Freehold Land.

And all writings.

Further Aſſurance.

Heirs and Aſſigns, ſhall and will, do, knowledge, and ſuffer, all and every ſuch lawful and reaſonable act and acts, thing and things, as by the ſaid *J.* his Heirs and Aſſigns, or by his or their Councel Learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further or better ſurety, aſſurance, and ſure making of all and ſingular the ſaid Copyhold Lands, according to the cuſtomes of the ſaid Mannors, and all and ſingular the Premiſſes, to be had, and made ſure, to the ſaid *J. C.* his Heirs, and Aſſigns, to, and for, the only uſe of the ſaid *J. C.* and of his Heirs and Aſſigns, for ever, according to the intent and true meaning of theſe preſents. *Free from incumbrances.* And moreover, The ſaid *J. T.* covenants, &c. That the yearly Rents, Iſſues, iſſuing out of the Premiſſes now paid, and uſually heretofore paid to the Lords of the Fee and Fees thereof, do not ſurmount or exceed in the whole the yearly ſum of *&c.* And alſo that the ſaid Freehold Land above bargained by theſe preſents, now is, and from henceforth for ever, ſhall abide and continue clear, and free diſcharged and acquitted, or otherwiſe by the ſaid *J. E.* his Heirs and Aſſigns, ſhall, be for ever ſaved harmleſs to the ſaid *J. C.* his Heirs and Aſſigns, for ever; to, and for the only uſe and behoof of the ſaid *J. C.* and of his Heirs and Aſſigns, for ever, of, and from all and ſingular former bargains, *&c.* heretofore had, made, done, or knowledged, or to be had, made, done, or knowledged before a lawful Eſtate, by livery and ſeiſin, ſhall thereof be had, and lawfully executed to the ſaid *J. C* and his Heirs, according to the intent and true meaning of theſe preſents: For, and in conſideration of which ſaid Bargains, Sales, Covenants, Grants, Articles, and Agreements, above in theſe preſents ſpecified, and on the part of the ſaid *J.* and *T.* their Heirs Executors, and Adminiſtrators, well and faithfully to be holden performed and kept, and for the full and clear purchaſe and ſurrender of all and ſingular the Premiſſes, the ſaid *J. C.* at and before the enſealing hereof, hath paid to the ſaid *J. E.* and *T. E.* the ſum of *&c.* for which ſaid ſum of *&c.* In Witneſs *&c.*

A Bargain and Sale of Copy-hold Lands.

THis &c. between *T. H.* on the one party, and *W. S.* &c. on the other party, Witneſſeth, That the ſaid *T. H.* in conſideration of the ſum of 400 l. *&c.* whereof *&c.* hath bargained and ſold, and by theſe preſents *&c.* unto the ſaid *W. S.* and his Heirs, one Cottage or Tenement being cuſtomary, or Copyhold Land, with a Curtillage, and the Gardens thereunto adjoyning, ſometime called, *&c.* All which Premiſſes were ſometime the Lands, and Tenements, of *J. D.* and are now in the Tenure and occupation of the ſaid *W. S.* or his Aſſigns, by virtue of a Leaſe to him thereof granted by the ſaid *T. H.* by Licenſe of the Lord, for divers years yet enduring. *That he is Seized.* And the ſaid *T. H.* covenanteth *&c.* That he the ſaid

ſaid *T.* at the enſealing and delivery of theſe preſents, is lawfully ſeized of ſuch and ſo good and perfect Eſtate in Fee-ſimple, of the nature of Copy-hold, according to the cuſtome of the ſaid Mannor of *S.* of all and ſingular the Premiſſes, with their Appurtenances, as deſcended and came by cuſtome of the ſaid Mannor, unto the ſaid *T.H.* from *S.E.* and *T.H.* Kt. deceaſed Father of the ſaid *T.* diſcharged, or otherwiſe ſaved harmleſs, of, and from all former Bargains, Sales, Surrenders, Forfeitures, and Incumbrances whatſoever, had, made, committed, or done by the ſaid Sir, or the ſaid *T.C.* (the Leaſe above-mentioned alwayes except) and for that the Premiſſes being holden of the ſaid Mannor, by Copy of Court-Roll, that he the ſaid *T.* before the Feaſt *&c.* at the coſts and charges of the ſaid *W.* his Heirs, Executors, and Adminiſtrators, ſhall and will ſurrender the Premiſſes into the hands of the Lord of the ſaid Mannor for the time being, in ſuch ſort as by the ſaid *W.S.* his Heirs or Aſſigns, or his or their learned Councel ſhall be deviſed or required, to the intent, that the ſaid Surrender preſented by the homage of the ſaid Mannor, the Lord of the ſaid Mannor for the time being, may at his pleaſure, grant the Premiſſes, to the ſaid *W.S.* and his Heirs, to hold the ſame by Copy of Court-Roll, according to the cuſtome of the ſaid Mannor. And that he the ſaid *T. H.* and his Heirs, ſhall and will at the coſts and charges of the ſaid *W. S.* his Heirs, Executors, and Adminiſtrators, from time to time, knowledge, perform, do and execute; and ſuffer to be done, performed, knowledged, and executed, ſuch reaſonable act or acts, thing or things, which by the ſaid *W.* his Heirs or Aſſigns, or his or their Councel learned in the Laws of *England*, ſhall be reaſonably deviſed, adviſed, and required, for the lawful and better aſſurance and conveyance, of all and ſingular the Premiſſes, to the ſaid *W.* and his Heirs, according to the cuſtome of the ſaid Mannor, and according to the intent and true meaning of theſe preſents. Provided alwayes, That the ſaid *T.H.* ſhall not, by reaſon of any Covenant or Article herein contained, for the paſſing of any aſſurance or aſſurances of the Premiſſes, or any part or parcel thereof, be inforced or compelled to travel out of the ſaid County of *C.* Moreover, That the ſaid *T.H.* covenanteth *&c.* to deliver, or cauſe to be delivered to the ſaid *W. S.* his Heirs, or Aſſigns, within the ſpace of 7 years next enſuing, upon reaſonable requeſt, all ſuch Copies, Licences and Evidences whatſoever, concerning the Premiſſes only, or any only part or parcel thereof, as be in his own hands, or in the hands of any other to his uſe, which he may obtain or come by without Suit in the Law. Laſtly, The ſaid *T.H.* doth covenant, *&c.* that he the ſaid *W.S.* his Heirs and Aſſigns, and every of them, ſhall and may lawfully and peaceably poſſeſs, have, and enjoy, all and ſingular the Premiſſes, with their Appurtenances, without any manner of lawful let, diſturbance, or eviction of the ſaid *T.H.* and of Dame *J.* Lady of *H.* Mother of the ſaid *T.* and of their Heirs, or of either, or any of them. And alſo, that the Premiſſes ſhall be diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all Incumbrances had, made, or ſuffered, either by the ſaid *T.* or by the ſaid Sir *T.* Father of the ſaid *T.* or by any other, having, holding, or claiming, from, by, or under them, or either of them (the

To ſurrender.

To make further aſſurance.

Not to travel &c.

To deliver writings.

For quiet enjoyment diſcharged of Incumbrances.

Rents and Services due to the Lord of the ſaid Mannor, and his Heirs, and the Leaſe aforeſaid, alwayes excepted. In Witneſs, *&c.*

A Sale of a certain quantity of Iron to be delivered at certain ſeveral dayes.

THis, *&c.* Between, *&c.* Witneſſeth, That the ſaid Earl, for and in conſideration of 1000 l. of *&c.* whereof *&c.* hath bargained and ſold, and by theſe preſents doth bargain, and ſell to the ſaid *R. M.* one hundred Tuns of good, perfect, merchantable Iron, well and truly to be delivered to the ſaid *R. M* his Executors, Adminiſtrators, or to ſuch other perſon or perſons as the ſaid *R.* his Executors, or Adminiſtrators, ſhall in that behalf aſſign and appoint at *B.* in the County of *W.* clearly freed, diſcharged and acquitted of all charges, duties, payments and demands whatſoever, in manner and form following, *&c.* twelve Tuns thereof, at, or on this ſide the laſt day of *S.* next *&c.* and eight Tuns more thereof, at, or on this ſide *&c.* and ſo from thenceforth monthly on the laſt day of every month as from thenceforth ſhall next come and follow by courſe one after another eight Tuns of ſuch Iron as aforeſaid, until the ſaid 100 Tuns of Iron ſhall be fully and truly delivered. And, the ſaid Earl for him *&c.* covenanteth *&c.* That he the ſaid Earl his Executors, Adminiſtrators, or Aſſigns, ſhall, and will make, or cauſe to be made, full and true delivery unto the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, of all and every part of the ſaid 100 Tuns of ſuch Iron as aforeſaid at the ſame dayes, and at the ſame place, which to, and for the delivery thereof above by theſe preſents, is limited and appointed, without any default or delay. And that the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, ſhall and may have and enjoy all the ſaid Iron, and every part thereof, to the only uſe of the ſaid *R.* his Executors, Adminiſtrators and Aſſigns, without any account, demand, ſuit, or trouble therefore, or for any part thereof, to be required, commenced or proſecuted, of, or againſt them, or of any of them, by any perſon or perſons. In Witneſs, *&c.*

Covenant to deliver at the dayes and places.

Quiet enjoyment.

A Bargain and Sale of Lands, with the Tenants Attornment to the ſame.

THis Indenture made, &c. Between *H. F.* on the one party, and *F. B.* on the other party, Witneſſeth, That the ſaid *H. F.* for and in conſideration of a certain Sum &c. whereof &c. hath given, granted, bargained and ſold, and by theſe preſents doth fully, clearly and abſolutely give &c. unto the ſaid *F.* his Heirs and Aſſigns for ever, all thoſe his Mannors of *M.* and *C.* with their Appurtenances in the County of *K.* &c. being late parcel of the Lands and Poſſeſſions of *E. F.* Eſquire, deceaſed, late Father of the ſaid *H. F.* and now lately demiſed to *A. W.* by the ſaid *H. F.* by his Deed bearing date &c. and now lately aſſigned over to *A. P.* &c. and Reverſion and Reverſions, of all and ſingular the Premiſſes above bargained with their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Seiſin and Demand whatſoever which the ſaid *H.* hath, may, or ought to have of, in, or to the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments, and other the Premiſſes, with the Appurtenances above bargained by theſe preſents, and every or any part thereof, and all and ſingular Deeds, Evidences, Charters, Monuments, Eſcripts and Writings concerning the Premiſſes above bargained only, or only any part thereof, as many of which ſaid Deeds &c. as the ſaid *H.* or any other to his uſe by his delivery now hath or have, or that he his Heirs, Executors, or Aſſigns, ſhall have, or may lawfully come by without Suit in the Law, together with the true Copies of all other Evidences which the ſaid *H.* hath concerning the Premiſſes above bargained, or any part there joyntly, with other Lands and Tenements, he the ſaid *H.* for him, his Heirs or Executors, doth Covenant and Promiſe well and ſafely to deliver, or cauſe &c. to the ſaid *F.* his Heirs or Aſſigns at &c. on this ſide the Feaſt &c. To have and to hold all the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments, and other the Premiſſes above bargained, with their Appurtenances, and the Reverſion and Reverſions thereof to the ſaid *F. B.* his Heirs and Aſſigns for ever, to the ſole and only uſe and behoof of the ſaid *F. B.* and of his Heirs and Aſſigns for ever. And, The ſaid *H. F.* for him, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant to, and with, the ſaid *F. B.* his Heirs, Executors, and Adminiſtrators, and every of them by theſe Preſents in manner and form following; that is to ſay, That he the ſaid *H.* in his own Right, and to his own uſe now at the Enſealing and Knowledging of theſe Preſents, is and ſtandeth lawfully and ſolely ſeiſed of a good, perfect, ſure, and indefeaſible Eſtate in the Law in his demeſne as of Fee-ſimple, either in Poſſeſſion or in Reverſion immediately expectant upon the determination of Leaſe or Leaſes for years of, and in, the ſaid Mannor, Meſſuage, Lands, Tenements and Hereditaments and other the above bargained Premiſſes with their

To deliver writings.

Habend.

That he is ſeiſed in Fee.

Appurtenances. And the said Mannors, Messuages, Lands, Tennements, Rents, Reversions, Services and Hereditaments, and also other the said Premisses above bargained, with their Appurtenances, now be, and for ever hereafter shall be, stand, and continue to the said *F. B.* and his Heirs, clearly and freely discharged and acquitted, or otherwise from time to time, and at all times, upon reasonable request shall be well and sufficiently saved harmless by the said *H. F.* his Heirs, Executors, and Administrators, of, and from all and singular former Bargains and Sales, Joyntures, Dowers, Gifts, Grants, Leases, Annuities, Charges, Estates, Titles, and Incumbrances whatsoever; except alwayes the chief Rents and Services to be due to the chief Lord or Lords of the Fee or Fees of the Premisses, only in respect of their Seigniories, and the aboveseid Lease made and granted, of all and singular the above bargained Premisses, with their Appurtenances, by the said *H. F.* to the said *A. W.* and *J. W.* aforesaid, for the term of 50 years, and for the only yearly Rent of 20*s* therefore yearly to be paid during the same Lease; And except also divers other former particular Leases made by the said *H. F.* of divers parts of the Premisses, which shall determine long before the end of the said Lease, made and granted to the said *A.* and *J. W.* And also, the said *H. F.* covenanteth &c. with the said *F. B.* &c. That the above bargained Premisses, from and after the expiration or other determination of the said Lease thereof made to the said *A.* and *J. W.* as aboveseid, and during the said other particular Leases, or any of them heretofore made of the same Premisses as aforesaid, shall or lawfully may be to the said *F. B.* his Heirs and Assigns, of the clear yearly value of 100 Marks of lawful &c. beyond all reprises or above. And further, That he the said *H. F.* and his Heirs, and all and every other person or persons, having or which shall have or lawfully claim or pretend to have any former State, Right, Title, Use, Possession, or Interest, of, in, or to, the above bargained Premisses, or any part thereof, (other then the said chief Lords of their said chief Rents and Services only, and the said Leases only, claiming by their Lease or Leases aforesaid) from time to time, upon every reasonable request, and at the costs and charges in the Law only of the said *F. B.* his Heirs and Assigns, shall and will do, make, knowledge, suffer, and execute, or cause to be made, done, knowledged, suffered, and executed, all and every such lawful and reasonable act and acts, thing and things, for the further and better surety, assurance, and sure making of all and singular the Premisses above bargained, by these presents, to be had and made sure to the said *F. B.* his Heirs and Assigns, to his and their own use and uses for ever: As by the said *F. B.* his Heirs or Assigns, or his or their learned Counsel in the Law of this Realm, shall be lawfully and reasonably devised or advised, and required from time to time, during two years next ensuing the date of these presents. And further, That the said *F. B.* his Heirs and Assigns, from henceforth for ever, shall or lawfully may, have and hold, all and singular the Premisses above bargained and sold by these presents, and have, take, receive, and enjoy, all and singular the Rents, Issues, and Profits thereof, without any let, trouble, or interruption of the said

That the Premisses are discharged of Incumbrances.

Exceptions.

That the Premisses are of the yearly value of &c.

To make further Assurance.

Except.

For quiet enjoyment.

H.

H. F. or his Heirs, and without any lawful let, trouble, interruption, or eviction of any other perſon or perſons, having or which ſhall have or claim any Eſtate or Intereſt, of, in, or to the Premiſſes, or any part thereof, by or from the ſaid *H.* or any of his Anceſtors, (except only ſuch Leaſes as aforeſaid, only for their Leaſes above excepted.) In Witneſs, *&c.* *Except.*

The Attornment of the Tenant.

MEmorand. That on the 3 d. day of *N.* 1662. I *A P.* Aſſignee of the within named Leſſees *A.* and *J. W.* of and for all their term of years within ſpecified of and in the Lands, Tenements, and Hereditaments within bargained, did thereof Attorn to the within named *F. B.* by the payment of one Angel Noble, in part of payment of the Rent reſerved in the Leaſe made of the Premiſſes, by the within named *H. F.* to the ſaid *A.* and *J. W.* And in teſtimony thereof, I have written this Endorſement with mine own hand, the day and year aboveſaid, and ſubſigned the ſame.

A Bargain and Sale by a Factor of his Conſtitutors Goods, to the uſe of whoſe Agent, the Conſtitutor had taken up mony by exchange on the other ſide of the Sea, with a Proviſoe to be accomptable for the Surpluſage.

TO all *&c. E. T.* of *L. M.* Agent, and Factor here in the Realm of England, of and for the Buſineſs, Affairs, and Merchandizes of *P. B.* or *L G.* now reſident in *Spain* ſendeth Greeting: Whereas the ſaid *P.* hath lately taken up in *Spain* by way of exchange for *England*, of one *J. R.* Factor for *G. G.* and *R. G.* of *L. M.* Mony and other things there, to the value of 285 *l.* of lawful Mony of *England*, as by Bills of Exchange thereof made and conſigned, from the ſaid *P.* to the ſaid E. may appear. And whereas the ſaid *P.* as well for payment of the ſaid Bills of Exchange, as otherwiſe for his uſe hath ſent and conſigned out of *Spain* to the ſaid *E.* hither into E 400 *l.* weight or thereabouts of Cinamon, in a Ship of *J.* called the *P.* to be diſcharged in the Port of *L.* or elſewhere in the Realm of *E.* as may fortune to fall out. Now, the ſaid *E. T.* for and in conſideration of the ſatisfaction and payment of the ſaid Bills of Exchange truly to be made to the ſaid *G.* and *R.* hath bargained and ſold, and by theſe Preſents doth bargain and ſell to the ſaid *G.* and *R. G.* all the ſaid 400 *l.* weight of Cinamon; To have and to hold the ſame and every part thereof to the ſaid *G.* and *R.* their Executors and Aſſigns, for their own uſe for ever, abſolutely without any Condition: Yet nevertheleſs, *Proviſo.*

when as the ſaid Sum of &c. ſhall be had, raiſed, and ſatisfied to the ſaid *G.* and *R.* of the ſaid Cinamon, that then the ſaid *G.* and *R.* and their Executors, ſhall ſtand accomptable to the ſaid *E.* for ſo much as ſhall be thereof made and clearly had to the ſaid *G.* over and above the ſaid Sum, &c. In Witneſs, *&c.*

A Bargain and Sale by Brewers, of their Stock in Brewing, as well Implements, Corn, Grain, Casks, &c. as Debts upon Tallies and Scores, with Covenants pertinent for transferring of the Debts.

Bargain and Sale.

THis Indenture made &c. between *J. S.* and *P. S.* on the one party, and *M. R.* on the other party; Witneſſeth, That the ſaid *J.* and *P.* for and in conſideration of a certain competent Sum, &c. whereof, &c. Have bargained, ſold, given, granted, and ſet over, and by theſe Preſents, do bargain &c. unto the ſaid *M. R.* as well all ſuch Wainſcot, Glaſs, Houſhold ſtuff, Implements, Utenſils, Corn, Grain, Hops, Horſes, Carts, Drayes, Cattle, Cask, Robes, Harneſs, and things, that are mentioned and ſpecified in one Schedule indented, hereunto annexed, as alſo all ſuch Debts and Sums of Mony as the Cuſtomers belonging to the late Beer Brew-houſe of the ſaid *J.* and *P. S.* ſet and being in the Pariſh of *A.* in *T.* Street of *L.* are indebted and do owe unto the ſaid *J.* and *P.* or any other perſon or perſons, being then Partners in the ſaid Brew-houſe, joyntly or ſeverally being ſet down in a Book, dated the 13th day of *J.* laſt &c. remaining under the hands of them the ſaid *J. P.* and *M.* together with the Books, Tallies, and Scores, as do concern the names and true Sums of the ſaid Cuſtomers and Debts (except as in the ſame Book is excepted,) To have, and to hold the ſaid Wainſcot, Glaſs, &c and things contained in the ſaid Schedule, Debts, and Sums of Mony owing by the ſaid Cuſtomers, ſet down in the Books aforeſaid, (except before excepted) together with the ſaid Books, Tallies, and Scores, as do concern the ſame Debts and Cuſtomers, and every of them, unto the ſaid *M. R.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and and behoof for ever. And, The ſaid *J.* and *P.* for them and either of them, their Executors and Aſſigns, and for every of them, do Covenant and grant, and either of them Covenanteth and granteth by theſe Preſents, to and with the ſaid *M. R.* his Executors and Aſſigns, That he the ſaid *M. R.* his Executors or Aſſigns, ſhall or may to his and their own uſe and behoof for ever, peaceably and quietly have, hold, occupy, and enjoy the ſaid Wainſcot, Glaſs, Implements, Corn, Grain, Carts, Casks, Cattel, Hops, Horſes, Drayes, and things contained in the ſaid Schedule, without any let, trouble, interruption, or eviction of the ſaid *J.* and *P.* or either of them, their Executors or Aſſigns, or any other perſon or perſons, by his or their means or procurement. And, The ſaid *J.* and *P. S.* do Covenant, *&c.* That the ſaid *J.* and *P.* and either of them, their

Except.

Habendum.

Except.

Covenant for quiet enjoyment.

To juſtifie Actions.

Executors

Executors and Aſſigns, ſhall not only at all times hereafter, but from time to time, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *M.R.* his Executors or Aſſigns, avouch, avow, juſtifie, and maintain with effect, all ſuch lawful Action and Actions, Suits, Plaints, Proceſſes, and Proſecutions, as he the ſaid *M.* his Executors, Adminiſtrators, or Aſſigns, ſhall take, commence, ſue, proſecute, or follow in the name or names of them the ſaid *J.* and *P.* or either of them, their Executors or Adminiſtrators, againſt all and every, or any of the ſaid Cuſtomers, ſpecified in the ſaid Book, (except before excepted) and againſt all and every, or any of the Executors or Adminiſtrators, of the ſame Cuſtomers, for, or concerning the Debts by them owing alſo ſpecified in the ſaid Book. But alſo from time to time upon reaſonable requeſt, and at the coſts and charges of the ſaid *M.* his Executors or Adminiſtrators, make, execute, and do, cauſe, &c. all ſuch further act and acts, deeds, and deviſes, and things unto the ſaid *M.* his Executors and Adminiſtrators, as by the ſaid *M.* his Executors or Aſſigns, or Councel learned, ſhall be reaſonably adviſed or deviſed, for the better having, recovering, and receiving of the ſaid Debts owing by the ſaid Cuſtomers (except before excepted) to the only uſe and behoof of the ſaid *M.* his Executors and Adminiſtrators. And finally, The ſaid *J.* and *P.* Covenant, &c. That he the ſaid *M.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all times hereafter, to his and their own uſe and behoof, lawfully, peaceably, and quietly have, perceive, receive, recover, and take, all and every the ſaid Debts owing by the ſaid Cuſtomers (except before excepted) and all coſts of Suit, Benefit, and Damages thereupon to be had, gotten, or recovered without any let, trouble, denial, releaſe, or acquittance, diſcharge, bar, ſtop, or hindrance of them the ſaid *J.* and *P.* or any other perſon or perſons, their Partners in Brewing in the ſaid Brew-houſe, or any of them, or any the Executors or Adminiſtrators of them, or of any of them, or of any other perſon or perſons, by the means, aſſent, conſent, and procurement of them, or of any of them. And, The ſaid *M.R.* Covenanteth, &c. That he the ſaid *M.* his Executors and Aſſigns, ſhall and will upon reaſonable requeſt, at all times hereafter, from time to time, bring forth into any Court of Record, or other place within *L.* or *W.* any ſuch Book or Books, as he the ſaid *M.R.* his Executors or Adminiſtrators, ſhall have in his or their cuſtody or poſſeſſion, as do concern the aforeſaid Debts excepted by the aforeſaid Books, and whatſoever other Debts owing by any other Cuſtomer or Cuſtomers to the ſaid Brew-houſe, and not ſet down or written in the aforeſaid Book remaining under the hands of the ſaid *J.* *P.* and *M.* whereby the ſaid *J.* and *P.* their Executors or Aſſigns, may recover and get the ſame Debts. In Witneſs, *&c.*

Except.

Further Aſſurance.

Except.

Not to diſcharge the debts, &c.

Except.

To produce the Book, &c.

The ſaid Schedule above mentioned, is to be hereunto annexed.

A

A Wood-ſale, alſo a Covenant to make free Copyhold Land.

THis Indenture made between &c. Witneſſeth, That the ſaid *H. C.* Kt. Lord *D.* for, and in, conſideration of a certain Sum of &c. whereof &c. hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid *R. M.* all and ſingular the Woods, Underwoods, and Trees whatſoever, ſtanding, growing, or being, in or upon all that Wood or Wood ground called *H.* Park, within the Lordſhip of *T.* in the County of *M.* (except and reſerved to the ſaid Lord *D.* all Timber-Trees, already grown ſufficient for Timber in and upon the ſaid ground, and Wavers, and Standels to be left on every Acre thereof, according to the Statute in that caſe provided) To have, take, fell, and carry away, all the ſaid Woods, Underwoods, and Trees (except only before excepted) to the ſaid *R. M.* his Executors and Aſſigns, for the only uſe of the ſaid *R. M.* his Executors and Aſſigns, from time to time, and at all times, for and during the ſpace of 3 years next to enſue and follow, from the Feaſt of *C.* next &c. And, the ſaid *R. M.* Covenanteth &c. That he the ſaid *R.* his Executors and Aſſigns, at their own coſts and charges, ſhall within 3 moneths next after the firſt beginning of the felling of the ſaid Woods and Underwoods, well and ſufficiently hedge and incloſe all the ſaid Wood and Wood ground, called &c. and ſcour and cleanſe the Ditches thereof, and preſerve and keep in as good ſort as they conveniently may or can, all the young Springs ariſing in the ſame, during the time wherein the ſaid Wood, Under woods, and Trees ſhall be in felling, carrying, and avoiding away from the ſaid ground called &c. and ſhall therein leave ſtanding the ſaid Timber, Trees, and Wavers, and Standels aforeſaid, without fraud or covin. And, the ſaid Lord *C.* Covenanteth &c. That he the ſaid *R. M.* his Executors and Aſſigns, for their own uſe and commodity, from time to time, and at all times, during the ſaid term of 3 years, ſhall and may lawfully and quietly have, take, fell, and carry away, and enjoy the ſaid Woods, Under woods, and Trees, (except only before excepted) without any let, impediment, denial, or reſiſtance of the ſaid Lord *C.* his Heirs or Aſſigns, and without any lawful &c. of any other perſon or perſons. And further, That whereas *J. E.* a Copyholder of the ſaid Lord *C.* within his ſaid Lordſhip of *T.* hath bargained and agreed to ſurrender to the uſe of *R. M.* and his Heirs for ever, according to the cuſtome of the ſaid Lordſhip, all the Copyhold of the ſaid *J.* within the ſaid Lordſhip; The ſaid Lord *C.* Covenanteth, &c. that at all times, hereafter, at and upon the reaſonable requeſt and coſts and charges in the Law of the ſaid *R. M.* or his Heirs, the ſaid Lord *C.* his Heirs and Aſſigns, ſhall and will enfranchiſe and make free to the ſaid *R.* and his Heirs, all the ſaid Copyhold-Land to be had and holden to the ſaid *R.* and his Heirs for their own uſe in Fee-ſimple for ever, without reſervation of any manner of Rent, Service, or Demand whatſoever. In Witneſs &c.

Bargain and Sale.

Exception.

Habend.

Except.

Covenant to hedge and ſcour ditches, to preſerve the young Trees and leave ſtanding the timber Trees.

For quiet enjoyment.

Except.

Covenant to enfranchiſe Copy-Land.

A

A very good Bargain and Sale of a Lordſhip and Mannor from a man and his Wife, the Wife having Joynture, &c. with a Covenant to levy a Fine.

THis Indenture &c. between *H. W.* and *D.* his wife on the one party, and *J. B.* on the other party, Witneſſeth, That the ſaid *H. W.* and *D.* his wife, for, and in conſideration of the ſum of &c. to the ſaid *H.* before the enſealing of theſe preſents, well and truly paid by the ſaid *J. B.* whereof, and wherewith, the ſaid *H.* and *D* do acknowledge themſelves ſatisfied and paid; and thereof, and therefore, do clearly releaſe, diſcharge, exonerate, and acquit the ſaid *J. B.* his Heirs Executors, and Adminiſtrators, by theſe preſents, have aliened, granted bargained and ſold, and by theſe preſents do *Grant.* alien &c. unto the ſaid *J. B.* his Heirs and Aſſigns for ever, all that the Lordſhip and Mannor of *C.* with the Appurtenances in the County of *E* &c. and all thoſe Woods, Groves Underwoods, and Wood grounds, with their Appurtenances in *C.* aforeſaid, called *L. wood*, and *S. wood*, and all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Waters, Fiſhings, Commons, Waſts, Wayes, Profits, Eaſements, Commodities, and their Hereditaments, with their Appurtenances, which the ſaid *H. W.* and *D.* his wife have, or either of them hath or ought to have within the ſaid Pariſh of *C.* in the ſaid County of *E.* and all and ſingular Courts Leets, View of Frank pledge, Franchiſes, Liberties, Juriſdictions, Priviledges, Rents, Profits, Royalties, and Commodities whatſoever, which the ſaid *H.* & *D.* have or ought to have, or lawfully might have in the ſaid Lordſhip and Mannor, and other the Premiſſes, or in any part or parcel thereof, and the Advowſon and Right of Patronage of the Pariſh Church of *C.* aforeſaid, and alſo *And all writings.* the Reverſion and Reverſions, Rents and Profits of all and ſingular the Premiſſes, and all and ſingular Letters Patents, Deeds, Charters, Evidences and Writings whatſoever touching or concerning the Premiſſes, or any part thereof (except and alwayes forepriſed, out of the Bargain and Sale aforeſaid, all that houſe and 75 Acres of Meadow, Land and Paſture whether it be more or leſs called *W. R.* or otherwiſe *R.* and 8. Acres of Land, late in the Occupation of *J. B.* Gent.) To have, hold, and enjoy the ſaid Lordſhips, Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and the Advowſon aforeſaid, and all other the Premiſſes, with all and ſingular their Appurtenances, and the Reverſion and Reverſions thereof (except only before excepted) to the ſaid *J. B.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *J. B.* and of his Heirs and Aſſigns for ever. And, The ſaid *H. W.* for him, his Heirs, Executors, and Adminiſtrators, and every of them doth *Covenant* and Grant to, and with, the ſaid *J. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following; that is to ſay, That he the ſaid *H.* and the ſaid *D.* his Wife, to the only uſe and behoof of the ſame *H.* and *D.* and of the Heirs and Aſſigns of the ſame *H.* now are, and at the enſealing and delivery of theſe preſents ſhall be & ſtand ſeiſed (the ſaid *H.*

Habend.

Except.

in

in his Demeſne as of Fee-Simple, and the ſaid *D.* in her Demeſne as of Free-hold for term of her life), of, and in all and ſingular the ſaid Mannors and Lordſhips, and all and every other the Premiſſes with all and ſingular their Appurtenances, without any condition or determination, or limitation of uſe, and that of ſuch eſtate the ſaid *H.* and *D.* now have good right and lawful power and authority to Grant, Alien, Convey, and aſſure the ſaid Mannor and Lordſhip, and all and every other the Premiſſes, with the Appurtenances, (except only before excepted) to the ſaid *J. B.* and to his Heirs and Aſſigns, in form aforeſaid for ever; And that the ſaid Mannor and Lordſhip, and all and every other the Premiſſes, with their Appurtenances (except only before excepted) now are, and from henceforth for ever ſhall be, and continue to the ſaid *J. B.* his Heirs and Aſſigns, clear and free diſcharged and acquitted, or otherwiſe from time to time, and at all times, upon requeſt ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains, former Sales, Gifts, Grants, Leaſes, Eſtates, Recognizances, Bonds, Joyntures, Dowers, Fees, Annuities, Rents, Charge, Rents ſeck, Arrearages of Rent, Title of Dower, Wills, Entails, Entruſions, Fines, Amerciaments, Titles and Incumbrances whatſoever, had, made, done or ſuffered, or to be had &c. by the ſaid *H. W.* and *D.* his wife, or by *S. T. alias C.* Widdow, or by any of them, or by any other perſon or perſons having any lawful Eſtate, Title or Intereſt in or to the ſaid Mannor or Lordſhip, and other the above bargained Premiſſes, or any part thereof by, or under, the eſtate of the ſaid *H. D.* and *S.* or of any of them before a lawful eſtate ſhall be thereof made and lawfully executed to the ſaid *J. B.* and his Heirs, according to the intent and true meaning of theſe preſents; except alwayes, as well the chief Rents and Services hereafter to grow due to the chief Lords of the Fee or Fees of the Premiſſes, in reſpect of theſe Signiories only, and all Eſtates heretofore Made and granted by Copy of Court-Roll of any ancient Copyholds, according to the Cuſtom of the ſaid Mannor or Lordſhip, whereupon the antient Rents and Services are reſerved here to be paid and done from time to time to the ſaid Lordſhip or Mannor for the time being as of ancient time hath been uſed. And alſo one Leaſe which the ſaid *H.* by his Indenture bearing date &c did Make and Grant to the ſaid *R. L.* and his Aſſigns, without Impeachment of any manner of waſt (voluntary waſt of houſes only except) for the term of 60 years commencing at the Feaſt of &c. then laſt paſt, upon which Leaſe there was reſerved 40 l. of &c. yearly payable to the ſaid *H.* and his Heirs, whereof 6 l. yearly, the ſaid *H.* hath releaſed, and 40 l. of yearly Rent reſidue thereof from henceforth due; all the reſidue of the ſaid Term now to come, ſhall be yearly due and payable to the ſaid *J. B.* his Heirs and Aſſigns. And moreover, The ſaid *H. W.* Covenanteth &c. for himſelf, his Heirs &c. that they the ſaid *H. W.* and *D.* his wife before the 2d. day of *F.* now next coming, or upon any reaſonable requeſt of the ſaid *J. B.* his Heirs or Aſſigns, and at the coſts and charges in the Law only of the ſaid *J. B.* or of his Heirs or Aſſigns, ſhall and will in due form of Law (for better aſſurance of the Premiſſes above bargained and ſold) knowledge one or more Fine or Fines of the ſaid

Seiſed in Fee and power to ſell.

Power to grant.

Except.

Diſcharged of Incumbrances.

Except.

To levy a Fine.

ſaid Lordſhip or Mannor, with the Appurtenances of the ſaid Advowſon, and of the free fiſhing in the water of *C.* called the Mill-Water, and of all other the Premiſſes before bargained, and ſold to the ſaid *J. B.* and his Heirs, with Warranty only againſt the ſaid *S. T.* and his Heirs, and againſt the ſaid *H. W.* and *D.* his Wife, and the Heirs of the ſaid *H.* As by the ſaid *J. B.* his Heirs or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed. **Provided** alwayes, That the ſaid *H. W.* and *D.* or any one of them, or their Heirs, ſhall not be enforced to travel out of the City of *L.* or *H.* about the levying of the ſaid Fine. *Not to travel &c.* **And further**, That the ſaid *H. W.* and *D.* his Wife, and all, and every other perſon or perſons, having, or lawfully claiming or pretending to have any manner of Eſtate, Title, or Intereſt of, in, or to the Premiſſes, or any part thereof, granted, bargained, and aliened by theſe preſents (other then the chief Lord, or Lords, of the Fee, or Fees, of whom the Premiſſes, or any part thereof, are holden for the chief Rents and Services only and other then ſuch perſon or perſons, as hath any Eſtate or Intereſt, by Copy of Court-Roll, of any part of the ſaid Premiſſes, by, or under the eſtate of the ſaid *H. W.* and other then ſuch perſon or perſons, as ſhall claim only by the ſaid Leaſe, made to the ſaid *R. L.* as aforeſaid) upon every reaſonable requeſt or requeſts of the ſaid *J. B* his Heirs or Aſſigns, from time to time, and at all times, during five years next enſuing the date of theſe preſents, at the coſts and charges in Law only of the ſaid *J. B.* his Heirs or Aſſigns, ſhall, and will do, knowledge, ſuffer, and execute; or cauſe to be done, knowledged, ſuffered, and executed, all and every ſuch act and acts, thing and things in the Law whatſoever; which by the ſaid *J. B.* his Heirs or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully or reaſonably deviſed or adviſed, for the further and more better conveying aſſuring, ſurety and ſure making of all the ſaid Mannor and Lordſhip, and all other the above bargained Premiſſes, and the Reverſion and Reverſions, Rents and Profits therof to be had, conveyed, and made ſure to the ſaid *J. B.* his Heirs and Aſſigns for ever, without any Condition, according to the intent and true meaning, expreſſed in this preſent Indenture. *To make further aſſurance.* **In Witneſs**, *&c.*

A Bargain and Sale by a Man and his Wife, of Land in London, *with a Covenant to levy a Fine.*

This Indenture, &c. between Sir *T. G.* &c. Kt. and Dame *A.* his Wife, on the one party, and *N. B.* &c. on the other party; **Witneſſeth**, That the ſaid Sir *T. G.* and Dame *A.* his Wife, for and in conſideration of the Sum of 1000 *l.* of &c. to him the ſaid Sir *T.* before hand paid &c. have aliened, bargained, and ſold and by theſe preſents do alien, bargain, and ſell unto the ſaid *N. B.* and his Heirs for ever, all that capital *Bargain and Sale.*

Meſſuage

Meſſuage or Manſion-houſe, with the Tenements adjoyning, with their Appurtenances in *B.* in *L.* which by the company of *M.* in *L.* were aſſured to *J. G.* Kt. deceaſed and *J. G.* his Son, and to their Heirs, and which ſaid *J. G.* the Son, and *E.* his Wife, by their Deed indented, inrolled in the High Court of *Chancery*, and bearing date the 3d. day of *J.* *anno 9. nunc. R. C.* amongſt other things, did bargain, ſell, give, and grant to the ſaid *T. G.* and *A. S.* Gent. now deceaſed, and to their Heirs and Aſſigns for ever. And all and ſingular Shops, Rooms, Ware houſes, Buildings, Yards, Entries, Gates, Lights, Gardens, Profits, Commodities, Eaſements, and Hereditataments whatſoever, to the Capital Meſſuage, and all other the ſaid Tenements, or to any of them belonging, or in any wiſe appertaining; or with the ſame, or any of them, as part or parcel of them, or any of them now, or late heretofore had, uſed, demiſed, or occupied; and the Reverſion or Reverſions of all and ſingular the ſaid Premiſſes, and all and ſingular Charters, Evidences, and Writings, touching or concerning the Premiſſes, or only any part thereof. *To have and to hold* the ſaid Capital Meſſuage and Tenements, and all other the Premiſſes, with their Appurtenances to the ſaid *N. B.* his Heirs and Aſſigns for ever. And the ſaid *T. G.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth *Covenant, and grant* to, and with the ſaid *N. B.* his Heirs, Executors, and Aſſigns, and every of them, by theſe preſents, in manner *&c.* that is to ſay, That he the ſaid *T. G.* and Dame *A.* or one of them, in their, or one of their own Right, or to their, or one of their own uſe, now are, or be, and ſtandeth lawfully ſeiſed of a good and perfect, and abſolute eſtate in the Law in Fee-ſimple, of, and in the ſaid Capital Meſſuage and Tenements, and other the Premiſſes, with their Appurtenances, and have, or one of them hath good and lawful Right and Authority, to bargain, ſell, and aſſure the ſame to the ſaid *N. B.* his Heirs and Aſſigns, for ever, according to the true meaning of theſe preſents. And that the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, now are, and for ever hereafter ſhall ſhall be, and continue clear, and free, diſcharged and acquitted, or otherwiſe at all times, ſaved harmleſs by the ſaid *T.* his Heirs, Executors or Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Grants, Eſtates, Bonds, Statutes, Intruſions, Dowers, Title of Dower, Joyntures, Rents, Arrearages of Rents, and other Charges and Incumbrances whatſoever, had, made, done, or grown; or to be had, made, done, or grown by, or from the ſaid *T. G.* or by any other perſon or perſons, under his Title, or by his means or procurement; and of, and from the Joynture and Title of Dower of *E.* the Wife of the ſaid *J. G.* and that he the ſaid *N. B.* his Heirs and Aſſigns, ſhall, and may peaceably and quietly from henceforth for ever, have, hold, and occupy the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes, with the Appurtenances, and take, perceive, receive, and enjoy the Rents, Iſſues, and Profits thereof, for the only uſe of the ſaid *N.* his Heirs and Aſſigns, from henceforth for ever, without any let, trouble, eviction, recovery, or expulſion, of, or by him the ſaid *T. G.* Kt. or otherwiſe, by any other perſon or perſons

Habend.

That they, or one of them, are ſeiſed in Fee, and have power to ſell.

That the premiſſes are diſcharged of Incumbrances.

Quiet enjoyment.

perſons, by any means, title, or procurement of him the ſaid *T.* and alſo, that the ſaid *T.* and Dame *A.* and the ſaid *J. G.* on this ſide, and before the Feaſt of *All-Saints*, now next coming, at the coſts and charges in the Law, only of the ſaid *N. B.* his Heirs or Aſſigns, ſhall, and will acknowledge one Fine, or *Sur cognizance de droit come ceo que il adde ſon done*, &c. in due form of Law, according to the uſual courſe of Fines, unto the ſaid *N. B.* of the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes; and the ſame, by the ſaid Fine, ſhall remiſe, and quit-claim from them their Heirs, to the ſaid *N.* and his Heirs for ever, with Warranty againſt themſelves, and the Heirs of the ſaid *T.* for ever; which Fine ſo had and knowledged, ſhall be to the uſe of the ſaid *N. B.* and his Heirs and Aſſigns for ever. And moreover, The ſaid *T. G. Covenanteth* &c. that he the ſaid *T.* and his Heirs, and the ſaid Dame *A.* his Wife, at all times, during 7 years, next after the date of theſe Preſents, at the reaſonable Requeſt, and coſts and charges in the Law, only of the ſaid *N.* his Heirs or Aſſigns, ſhall, and will do, make, knowledge and ſuffer, and cauſe to be done, made, knowledged, and ſufferd, all and ſingular act and acts, thing and things, in the Law, with Warranty only againſt him and his Heirs; which by the ſaid *N.* his Heirs or Aſſigns; or his or their learned Councel in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, and ſure making of all and ſingular the Premiſſes, to be had and made ſure to the ſaid *N.* his Heirs and Aſſigns, for his, and their own uſe abſolutely, without any Condition whatſoever. In Witneſs, *&c.*

To acknowledge a Fine.

To make further aſſurance.

A Bargain and Sale of a Mannor or Farm, with transferring of the benefit of the Covenants made to the Vendor in his Purchaſe, and of a Recognizance for performance of the ſame Covenants.

This Indenture, &c. between &c. Witneſſeth, That the ſaid *W.* Marqueſs of *W.* for and in conſideration of the ſum of 700 l. of &c. to him the ſaid *W.* Marqueſs of *W.* by the ſaid *W. D.* already paid, whereof the ſaid Marqueſs acknowledgeth himſelf ſatisfied, and therefof diſchargeth the ſaid *W. D.* hath granted, bargained, and ſold; and by theſe preſents doth fully, and clearly grant, bargain, and ſell unto the ſaid *W. D.* and *C.* all that the ſaid Mannor, Capital Meſſuage, or Farm called *W.* in the County of *M.* with all his Rights, Members, and Appurtenances, and all the Meſſuages, Toft, Cottages, Gardens, Lands, Tenements, Meadows, &c. All which Mannors or Farm, and other the Premiſſes, *T. E.* of *C.* in the County of *B.* Eſq; by his Indenture dated &c. made between him the ſaid *T.* on the one party, and the ſaid Marqueſs on the other party, bargained and ſold unto the ſaid Marqueſs and his Heirs. And all Evidences, Deeds, Charters, Eſcripts, Mynuments, and Writings, which do concern only the Premiſſes, or only any part thereof. And the true Copies of all other, which the ſaid Marqueſt hath concerning the Premiſſes,

Grants.

And all writings.

misses, and other Tenements and Hereditaments, to be written out at the costs and charges of the said *W.D.* his Heirs, Executors, or Administrators, as many of the same Deeds, Escripts, and Writings, as now be in the hands, possession, and custody of the said Marquess or of any other person or persons to his use, by his delivery, and that he without Suit in Law may lawfully come by. The said Marquess, for him, his Heirs, Executors, and Administrators, doth *covenant*, and grant by these presents, to and with the said *W.D.* his Heirs, Executors, and Administrators, to deliver, or cause to be delivered to the said *W. D.* his Heirs, Executors, Administrators, or Assigns, on this side, or before the Feast of *P.* next coming, after the date hereof: To have and to hold the said Mannor, Capital Messuage, or Farm, and other the Premisses, with their Appurtenances, unto the said *W. D.* and *C.* and to the Heirs and Assigns of the said *W D.* and to the only and proper use and behoof of the said *W. D.* and *C.* and of the Heirs and Assigns of the said *W.D.* for ever. And the said *W.* Marquess of *W* for him, his Heirs, Executors, and Administrators, doth Covenant, and grant by these presents, to and with the said *W. D.* his Heirs, Executors, and Administrators, that he the said Marquess, at the time of the delivery of these presents, is the sole, just, and rightful Owner in Fee-simple, without condition of all and singular the Premisses: And that he hath full power, and lawful authority, to give, grant, bargain, and sell the Premisses, and every parcel thereof, unto the said *W.D.* and *C.* and to the Heirs and Assigns of the said *W. D.* in manner and form aforesaid. And that he the said Marquess, his Heirs, Executors, or Administrators, shall and will at all times hereafter, and from time to time acquit, discharge, or save harmless, as well the said Mannor, Capital Messuage, Lands, Tenements, Hereditaments, and all other the Premisses whatsoever, with all and singular their Appurtenances, and every part and parcel thereof; as also the said *W. D.* and *C.* and the Heirs, Executors, and Administrators, of the said *W. D.* of, and from all manner of former Bargains, Sales, Promises, Joyntures, Dowers, Estates, Tail, Legacies, Conditions, Rights, Rent-Seck, Rent-charge, Recognizance, Statutes Merchant, Statutes of the Staple, Forfeitures, Intrusions, and all other Titles, Charges, and Incumbrances whatsoever, had, knowledged, done, caused, or made by the said Marquess, or by his assent, consent, or procurement, at any time or times, (the Rents and Services thereof, from henceforth to be due to the chief Lord or Lords of the Fee or Fees of the Premisses, only except and fore-prised.) And that he the said *W. D.* and *C.* and the Heirs of the said *W.* shall, and may peaceably and quietly Have, hold, occupy, and enjoy the Premisses, and every parcel thereof, without any lawful Suit, Eviction, Devesting, or Disturbance of the said Marquess, or any of his Heirs, or of any other, claiming by, from, or under him. And that he the said Marquess and his Heirs, shall, and will do, and suffer to be done at all times hereafter, within the space of three years next ensuing, at the costs and charges in the Law of the said *W. D.* and *C.* or one of them, or of

Habend.

That he is owner of the Premisses, and hath power to grant.

For discharging of Incumbrances.

Except.

Quiet enjoyment.

Further assurance.

of the Heirs, Executors, or Administrators of the said *W. D.* all and every act and acts, things and things, as shall be reasonably devised or advised by the said *W. D.* and *C.* and either of them, or of the Heirs, Executors or Administrators of the said *W. D.* or their learned Councel in the Law of any of them, for the further assurance and sure making of the Premisses, and every parcel thereof, unto the said *W. D.* and *C.* and to the Heirs and Assigns of the said *W.* be it by Fine or Feoffment, Recovery, Inrolment, of these presents, or otherwise with warranty only against the said Lord Marques and his Heirs, so as the said Marques and his Heirs shall not be driven and compelled, for making of any such assurance to travel out of his or their house or houses. *Not to travel.*

And further, the said Marques Covenanteth &c. That he the said *W. D.* his Executors and Administrators, shall and may at all times hereafter, at his and their costs and charges, for and in the name of the said Marques, his Executors or Administrators, attempt, commence, prosecute and sue all and all manner of lawful Actions and Suits whatsoever, against the said *T. E.* his Heirs, Executors or Administrators, for or by reason of any Covenant, Article, or Agreement, specified or contained in the said Indenture, bearing date the said &c. which ought to be observed, performed, fulfilled, and kept, on the part and behalf of the said *T.* his Heirs, Executors or Administrators, and which heretofore hath been, or hereafter shall be broken or not observed or performed by the said *T.* his Heirs, Executors, or Administrators. *For suing upon breach of Covenants made to the Grantor.*

And also, one Writ or divers Writs of *Scire facias*, and all other Actions and Suits whatsoever, which may or shall be lawfully attempted, commenced, prosecuted, or sued against the said *T. E.* his Heirs, Executors, Administrators, or Assigns, or their Goods and Chattels, Lands and Tenements, for or by reason of one Recognizance bearing date the &c. knowledged by the said *T. E.* before our said Soveraign Lord the King, in his Court of high Chancery, wherein the said *T* standeth bound to the said Marques in the Sum of 2000 l. of &c. which Recognizance was made for the performance of the Covenants specified and contained in the said Indenture, which on the part and behalf of the said *T.* his Heirs, Executors, or Administrators, ought to be observed or kept. *And for suing upon the Recognizance for performance of these Covenants.*

And, That he the said Marques, his Heirs, Executors and Administrators, shall and will at all times, avow, justifie, and maintain all such lawful Actions, Suits, and Executions. And, that he heretofore hath not done, caused, or suffered to be done, any thing, whereby the said Covenants and Agreements contained in the said former Indenture, or any of them, or the said Recognizance, or the said Sum of 2000 l. contained in the same, were or shall be released, defeated, extinguished, hindred, or determined. *To justifie Actions, &c. That he hath not released the Covenants or the Recognizance.*

And, that he the said Marques, his Heirs, Executors or Administrators, shall not willingly and wittingly be nonsuit in any of the said Actions or Suits, or discontinue the same, or other thing do, cause, or suffer to be done, for or touching the abatement, bar, hurt, hindrance, or impairing of the said Actions, Suits, or Executions, without the assent of the said *W. D.* his Executors or Administrators thereunto first had and obtained. And, that he the said Marques, his Heirs, Executors and Administrators, shall and will at all times here-

in his Demeſne as of Fee-Simple, and the ſaid *D.* in her Demeſne as of Free-hold for term of her life), of, and in all and ſingular the ſaid Mannors and Lordſhips, and all and every other the Premiſſes with all and ſingular their Appurtenances, without any condition or determination, or limitation of uſe, and that of ſuch eſtate the ſaid *H.* and *D.* now have good right and lawful power and authority to Grant, Alien, Convey, and aſſure the ſaid Mannor and Lordſhip, and all and every other the Premiſſes, with the Appurtenances, (except only before excepted) to the ſaid *J. B.* and to his Heirs and Aſſigns, in form aforeſaid for ever; And that the ſaid Mannor and Lordſhip, and all and every other the Premiſſes, with their Appurtenances (except only before excepted) now are, and from henceforth for ever ſhall be, and continue to the ſaid *J. B.* his Heirs and Aſſigns, clear and free diſcharged and acquitted, or otherwiſe from time to time, and at all times, upon requeſt ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains, former Sales, Gifts, Grants, Leaſes, Eſtates, Recognizances, Bonds, Joyntures, Dowers, Fees, Annuities, Rents, Charge, Rents ſeck, Arrearages of Rent, Title of Dower, Wills, Entails, Entruſions, Fines, Amerciaments, Titles and Incumbrances whatſoever, had, made, done or ſuffered, or to be had &c. by the ſaid *H. W.* and *D.* his wife, or by *S. T. alias C.* Widdow, or by any of them, or by any other perſon or perſons having any lawful Eſtate, Title or Intereſt in or to the ſaid Mannor or Lordſhip, and other the above bargained Premiſſes, or any part thereof by, or under, the eſtate of the ſaid *H. D.* and *S.* or of any of them before a lawful eſtate ſhall be thereof made and lawfully executed to the ſaid *J. B.* and his Heirs, according to the intent and true meaning of theſe preſents; except alwayes, as well the chief Rents and Services hereafter to grow due to the chief Lords of the Fee or Fees of the Premiſſes, in reſpect of theſe Signiories only, and all Eſtates heretofore Made and granted by Copy of Court-Roll of any ancient Copyholds, according to the Cuſtom of the ſaid Mannor or Lordſhip, whereupon the ancient Rents and Services are reſerved here to be paid and done from time to time to the ſaid Lordſhip or Mannor for the time being as of ancient time hath been uſed. And alſo one Leaſe which the ſaid *H.* by his Indenture bearing date &c did Make and Grant to the ſaid *R. L.* and his Aſſigns, without Impeachment of any manner of waſt (voluntary waſt of houſes only except) for the term of 60 years commencing at the Feaſt of &c. then laſt paſt, upon which Leaſe there was reſerved 40 l. of &c. yearly payable to the ſaid *H.* and his Heirs, whereof 6 l. yearly, the ſaid *H.* hath releaſed, and 40 l. of yearly Rent reſidue thereof from henceforth due; all the reſidue of the ſaid Term now to come, ſhall be yearly due and payable to the ſaid *J. B.* his Heirs and Aſſigns. And moreover, The ſaid *H. W.* Covenanteth &c. for himſelf, his Heirs &c. that they the ſaid *H. W.* and *D.* his wife before the 2d. day of *F.* now next coming, or upon any reaſonable requeſt of the ſaid *J. B.* his Heirs or Aſſigns, and at the coſts and charges in the Law only of the ſaid *J. B.* or of his Heirs or Aſſigns, ſhall and will in due form of Law (for better aſſurance of the Premiſſes above bargained and ſold) knowledge one or more Fine or Fines of the ſaid

Seiſed in Fee and power to ſell.

Power to grant.

Except.

Diſcharged of Incumbrances.

Except.

To levy a Fine.

ſaid Lordſhip or Mannor, with the Appurtenances of the ſaid Advowſon, and of the free fiſhing in the water of *C.* called the Mill-Water, and of all other the Premiſſes before bargained, and ſold to the ſaid *J. B.* and his Heirs, with Warranty only againſt the ſaid *S. T.* and his Heirs, and againſt the ſaid *H. W.* and *D.* his Wife, and the Heirs of the ſaid *H.* As by the ſaid *J. B.* his Heirs or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed. **Provided** alwayes, That the ſaid *H. W.* and *D.* or any one of them, or their Heirs, ſhall not be enforced to travel out of the City of *L.* or *H.* about the levying of the ſaid Fine. *Not to travel &c.* **And further**, That the ſaid *H. W.* and *D.* his Wife, and all, and every other perſon or perſons, having, or lawfully claiming or pretending to have any manner of Eſtate, Title, or Intereſt of, in, or to the Premiſſes, or any part thereof, granted, bargained, and aliened by theſe preſents (other then the chief Lord, or Lords, of the Fee, or Fees, of whom the Premiſſes, or any part thereof, are holden for the chief Rents and Services only and other then ſuch perſon or perſons, as hath any Eſtate or Intereſt, by Copy of Court-Roll, of any part of the ſaid Premiſſes, by, or under the eſtate of the ſaid *H. W.* and other then ſuch perſon or perſons, as ſhall claim only by the ſaid Leaſe, made to the ſaid *R. L.* as aforeſaid) upon every reaſonable requeſt or requeſts of the ſaid *J. B.* his Heirs or Aſſigns, from time to time, and at all times, during five years next enſuing the date of theſe preſents, at the coſts and charges in Law only of the ſaid *J. B.* his Heirs or Aſſigns, ſhall, and will do, knowledge, ſuffer, and execute; or cauſe to be done, knowledged, ſuffered, and executed, all and every ſuch act and acts, thing and things in the Law whatſoever; which by the ſaid *J. B.* his Heirs or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully or reaſonably deviſed or adviſed, for the further and more better conveying aſſuring, ſurety and ſure making of all the ſaid Mannor and Lordſhip, and all other the above bargained Premiſſes, and the Reverſion and Reverſions, Rents and Profits therof to be had, conveyed, and made ſure to the ſaid *J. B.* his Heirs and Aſſigns for ever, without any Condition, according to the intent and true meaning, expreſſed in this preſent Indenture. *To make further aſſurance.* **In Witneſs**, *&c.*

A Bargain and Sale by a Man and his Wife, of Land in London, *with a Covenant to levy a Fine.*

This Indenture, &c. between Sir *T. G.* &c. Kr. and Dame *A.* his Wife, on the one party, and *N. B.* &c. on the other party; **Witneſſeth**, That the ſaid Sir *T. G.* and Dame *A.* his Wife, for and in conſideration of the Sum of 1000 *l.* of &c. to him the ſaid Sir *T.* before hand paid &c. have aliened, bargained, and ſold and by theſe preſents do alien, bargain, and ſell unto the ſaid *N. B.* and his Heirs for ever, all that capital *Bargain and Sale.*

Meſſuage

Meſſuage or Manſion-houſe, with the Tenements adjoyning, with their Appurtenances in *B.* in *L.* which by the company of *M.* in *L.* were aſſured to *J. G.* Kt. deceaſed and *J. G.* his Son, and to their Heirs, and which ſaid *J. G.* the Son, and *E.* his Wife, by their Deed indented, inrolled in the High Court of *Chancery*, and bearing date the 3d. day of *J.* *anno 9. nunc. R. C.* amongſt other things, did bargain, ſell, give, and grant to the ſaid *T. G.* and *A. S.* Gent. now deceaſed, and to their Heirs and Aſſigns for ever. And all and ſingular Shops, Rooms, Ware houſes, Buildings, Yards, Entries, Gates, Lights, Gardens, Profits, Commodities, Eaſements, and Hereditataments whatſoever, to the Capital Meſſuage, and all other the ſaid Tenements, or to any of them belonging, or in any wiſe appertaining; or with the ſame, or any of them, as part or parcel of them, or any of them now, or late heretofore had, uſed, demiſed, or occupied; and the Reverſion or Reverſions of all and ſingular the ſaid Premiſſes, and all and ſingular Charters, Evidences, and Writings, touching or concerning the Premiſſes, or only any part thereof. *To have and to hold* the ſaid Capital Meſſuage and Tenements, and all other the Premiſſes, with their Appurtenances to the ſaid *N. B.* his Heirs and Aſſigns for ever. And the ſaid *T. G.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth Covenant, and grant to, and with the ſaid *N. B.* his Heirs, Executors, and Aſſigns, and every of them, by theſe preſents, in manner *&c.* that is to ſay, That he the ſaid *T. G.* and Dame *A.* or one of them, in their, or one of their own Right, or to their, or one of their own uſe, now are, or be, and ſtandeth lawfully ſeiſed of a good and perfect, and abſolute eſtate in the Law in Fee-ſimple, of, and in the ſaid Capital Meſſuage and Tenements, and other the Premiſſes, with their Appurtenances, and have, or one of them hath good and lawful Right and Authority, to bargain, ſell, and aſſure the ſame to the ſaid *N. B.* his Heirs and Aſſigns, for ever, according to the true meaning of theſe preſents. And that the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, now are, and for ever hereafter ſhall ſhall be, and continue clear, and free, diſcharged and acquitted, or otherwiſe at all times, ſaved harmleſs by the ſaid *T.* his Heirs, Executors or Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Grants, Eſtates, Bonds, Statutes, Intruſions, Dowers, Title of Dower, Joyntures, Rents, Arrearages of Rents, and other Charges and Incumbrances whatſoever, had, made, done, or grown; or to be had, made, done, or grown by, or from the ſaid *T. G.* or by any other perſon or perſons, under his Title, or by his means or procurement; and of, and from the Joynture and Title of Dower of *E.* the Wife of the ſaid *J. G.* and that he the ſaid *N. B.* his Heirs and Aſſigns, ſhall, and may peaceably and quietly from henceforth for ever, have, hold, and occupy the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes, with the Appurtenances, and take, perceive, receive, and enjoy the Rents, Iſſues, and Profits thereof, for the only uſe of the ſaid *N.* his Heirs and Aſſigns, from henceforth for ever, without any let, trouble, eviction, recovery, or expulſion, of, or by him the ſaid *T. G.* Kt. or otherwiſe, by any other perſon or perſons

Habend.

That they, or one of them, are ſeiſed in Fee, and have power to ſell.

That the premiſſes are diſcharged of Incumbrances.

Quiet enjoyment.

Cov.

perſons, by any means, title, or procurement of him the ſaid *T.* and alſo, that the ſaid *T.* and Dame *A.* and the ſaid *J. G.* on this ſide, and before the Feaſt of *All-Saints*, now next coming, at the coſts and charges in the Law, only of the ſaid *N. B.* his Heirs or Aſſigns, ſhall, and will acknowledge one Fine, or *Sur cognizance de droit come ceo que il adde ſon done*, &c. in due form of Law, according to the uſual courſe of Fines, unto the ſaid *N. B.* of the ſaid Capital Meſſuage and Tenement, and all other the Premiſſes; and the ſame, by the ſaid Fine, ſhall remiſe, and quit-claim from them their Heirs, to the ſaid *N.* and his Heirs for ever, with Warranty againſt themſelves, and the Heirs of the ſaid *T.* for ever; which Fine ſo had and knowledged, ſhall be to the uſe of the ſaid *N. B.* and his Heirs and Aſſigns for ever. *To acknowledge a Fine.* And moreover, The ſaid *T. G. Covenanteth* &c. that he the ſaid *T.* and his Heirs, and the ſaid Dame *A.* his Wife, at all times, during 7 years, next after the date of theſe Preſents, at the reaſonable Requeſt, and coſts and charges in the Law, only of the ſaid *N.* his Heirs or Aſſigns, ſhall, and will do, make, knowledge and ſuffer, and cauſe to be done, made, knowledged, and ſufferd, all and ſingular act and acts, thing and things, in the Law, with Warranty only againſt him and his Heirs; which by the ſaid *N.* his Heirs or Aſſigns, or his or their learned Councel in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, and ſure making of all and ſingular the Premiſſes, to be had and made ſure to the ſaid *N.* his Heirs and Aſſigns, for his, and their own uſe abſolutely, without any Condition whatſoever. *To make further aſſurance.* In Witneſs, *&c.*

A Bargain and Sale of a Mannor or Farm, with transferring of the benefit of the Covenants made to the Vendor in his Purchaſe, and of a Recognizance for performance of the ſame Covenants.

This Indenture, &c. between &c. Witneſſeth, That the ſaid *W.* Marqueſs of *W.* for and in conſideration of the ſum of 700 l. of &c. to him the ſaid *W.* Marqueſs of *W.* by the ſaid *W. D.* already paid, whereof the ſaid Marqueſs acknowledgeth himſelf ſatisfied, and thereof diſchargeth the ſaid *W. D.* hath granted, bargained, and ſold; and by theſe preſents doth fully, and clearly grant, bargain, and ſell unto the ſaid *W. D.* and *C.* all that the ſaid Mannor, Capital Meſſuage, or Farm called *W.* in the County of *M.* with all his Rights, Members, and Appurtenances, and all the Meſſuages, Toft, Cottages, Gardens, Lands, Tenements, Meadows, &c. All which Mannors or Farm, and other the Premiſſes, *T. E.* of *C.* in the County of *B.* Eſq; by his Indenture dated &c. made between him the ſaid *T.* on the one party, and the ſaid Marqueſs on the other party, bargained and ſold unto the ſaid Marqueſs and his Heirs. And all Evidences, Deeds, Charters, Eſcripts, Mynuments, and Writings, which do concern only the Premiſſes, or only any part thereof. And the true Copies of all other, which the ſaid Marqueſs hath concerning the Premiſſes, *Grant.* *And all writings.*

misses, and other Tenements and Hereditaments, to be written out at the costs and charges of the said *W. D.* his Heirs, Executors, or Administrators, as many of the same Deeds, Escripts, and Writings, as now be in the hands, possession, and custody of the said Marquess or of any other person or persons to his use, by his delivery, and that he without Suit in Law may lawfully come by. The said Marquess, for him, his Heirs, Executors, and Administrators, doth *covenant*, and grant by these presents, to and with the said *W. D.* his Heirs, Executors, and Administrators, to deliver, or cause to be delivered to the said *W. D.* his Heirs, Executors, Administrators, or Assigns, on this side, or before the Feast of *P.* next coming, after the date hereof: To have and to hold the said Mannor, Capital Messuage, or Farm, and other the Premisses, with their Appurtenances, unto the said *W. D.* and *C.* and to the Heirs and Assigns of the said *W. D.* and to the only and proper use and behoof of the said *W. D.* and *C.* and of the Heirs and Assigns of the said *W. D.* for ever. And the said *W.* Marquess of *W.* for him, his Heirs, Executors, and Administrators, doth Covenant, and grant by these presents, to and with the said *W. D.* his Heirs, Executors, and Administrators, that he the said Marquess, at the time of the delivery of these presents, is the sole, just, and rightful Owner in Fee-simple, without condition of all and singular the Premisses: And that he hath full power, and lawful authority, to give, grant, bargain, and sell the Premisses, and every parcel thereof, unto the said *W. D.* and *C.* and to the Heirs and Assigns of the said *W. D.* in manner and form aforesaid. And that he the said Marquess, his Heirs, Executors, or Administrators, shall and will at all times hereafter, and from time to time acquit, discharge, or save harmless, as well the said Mannor, Capital Messuage, Lands, Tenements, Hereditaments, and all other the Premisses whatsoever, with all and singular their Appurtenances, and every part and parcel thereof; as also the said *W. D.* and *C.* and the Heirs, Executors, and Administrators, of the said *W. D.* of, and from all manner of former Bargains, Sales, Promises, Joyntures, Dowers, Estates, Tail, Legacies, Conditions, Rights, Rent-Seek, Rent charge, Recognizance, Statutes Merchant, Statutes of the Staple, Forfeitures, Intrusions, and all other Titles, Charges, and Incumbrances whatsoever, had, knowledged, done, caused, or made by the said Marquess, or by his assent, consent, or procurement, at any time or times, (the Rents and Services thereof, from henceforth to be due to the chief Lord or Lords of the Fee or Fees of the Premisses, only except and fore-prised.) And that he the said *W. D.* and *C.* and the Heirs of the said *W.* shall, and may peaceably and quietly have, hold, occupy, and enjoy the Premisses, and every parcel thereof, without any lawful Suit, Eviction, Devesting, or Disturbance of the said Marquess, or any of his Heirs, or of any other, claiming by, from, or under him. And that he the said Marquess and his Heirs, shall, and will do, and suffer to be done at all times hereafter, within the space of three years next ensuing, at the costs and charges in the Law of the said *W. D.* and *C.* or one of them, or

Habend.

That he is owner of the Premisses, and hath power to grant.

For discharging of Incumbrances.

Except.

Quiet enjoyment.

Further assurance.

of the Heirs, Executors, or Administrators of the ſaid *W. D.* all and every act and acts, things and things, as ſhall be reaſonably deviſed or adviſed by the ſaid *W. D.* and *C.* and either of them, or of the Heirs, Executors or Adminiſtrators of the ſaid *W. D.* or their learned Councel in the Law of any of them, for the further aſſurance and ſure making of the Premiſſes, and every parcel thereof, unto the ſaid *W. D.* and *C.* and to the Heirs and Aſſigns of the ſaid *W.* be it by Fine or Feoffment, Recovery, Inrolment, of theſe preſents, or otherwiſe with warranty only againſt the ſaid Lord Marqueſs and his Heirs, ſo as the ſaid Marqueſs and his Heirs ſhall not be driven and compelled, for making of any ſuch aſſurance to travel out of his or their houſe or houſes. *Not to travel.*

And further, the ſaid Marqueſs Covenanteth &c. That he the ſaid *W. D.* his Executors and Adminiſtrators, ſhall and may at all times hereafter, at his and their coſts and charges, for and in the name of the ſaid Marqueſs, his Executors or Adminiſtrators, attempt, commence, proſecute and ſue all and all manner of lawful Actions and Suits whatſoever, againſt the ſaid *T. E.* his Heirs, Executors or Adminiſtrators, for or by reaſon of any Covenant, Article, or Agreement, ſpecified or contained in the ſaid Indenture, bearing date the ſaid &c. which ought to be obſerved, performed, fulfilled, and kept, on the part and behalf of the ſaid *T.* his Heirs, Executors or Adminiſtrators, and which heretofore hath been, or hereafter ſhall be broken or not obſerved or performed by the ſaid *T.* his Heirs, Executors, or Adminiſtrators. *For ſuing upon breach of Covenants made to the Grantor.*

And alſo, one Writ or divers Writs of *Scire facias*, and all other Actions and Suits whatſoever, which may or ſhall be lawfully attempted, commenced, proſecuted, or ſued againſt the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or their Goods and Chattels, Lands and Tenements, for or by reaſon of one Recognizance bearing date the &c. knowledged by the ſaid *T. E.* before our ſaid Soveraign Lord the King, in his Court of high Chancery, wherein the ſaid *T* ſtandeth bound to the ſaid Marqueſs in the Sum of 2000 l. of &c. which Recognizance was made for the performance of the Covenants ſpecified and contained in the ſaid Indenture, which on the part and behalf of the ſaid *T.* his Heirs, Executors, or Adminiſtrators, ought to be obſerved or kept. *And for ſuing upon the Recognizance for performance of theſe Covenants.*

And, That he the ſaid Marqueſs, his Heirs, Executors and Adminiſtrators, ſhall and will at all times, avow, juſtifie, and maintain all ſuch lawful Actions, Suits, and Executions. And, that he heretofore hath not done, cauſed, or ſuffered to be done, any thing, whereby the ſaid Covenants and Agreements contained in the ſaid former Indenture, or any of them, or the ſaid Recognizance, or the ſaid Sum of 2000 l. contained in the ſame, were or ſhall be releaſed, defeated, extinguiſhed, hindred, or determined. *To juſtifie Actions, &c. That he hath not releaſed the Covenants or the Recognizance.*

And, that he the ſaid Marqueſs, his Heirs, Executors or Adminiſtrators, ſhall not willingly and wittingly be nonſuit in any of the ſaid Actions or Suits, or diſcontinue the ſame, or other thing do, cauſe, or ſuffer to be done, for or touching the abatement, bar, hurt, hindrance, or impairing of the ſaid Actions, Suits, or Executions, without the aſſent of the ſaid *W. D.* his Executors or Adminiſtrators thereunto firſt had and obtained. And, that he the ſaid Marqueſs, his Heirs, Executors and Adminiſtrators, ſhall and will at all times here-

The Grantee to have the benefit of such Suits.

after permit and suffer the said *W. D.* his Executors and Administrators, to levy, perceive, take, have, and enjoy to his and their own use and uses, the Sums of mony, costs, damages, and benefit whatsoever, by such Acti ons, Suits, and Executions, or any of them, as shall or may be recovered, had, obtained, or gotten: And shall do all such acts and things, for the assurance of the same to the said *W. D.* his Executors or Administrators, as by him, his Executors or Administrators, or his or their learned Council in the Law, shall be reasonably devised, or advised, and required so to be done. In Witness *&c.*

A Bargain and Sale by a man and his wife, of a house in London, *with Covenants to transfer the benefit of Bonds, and Covenants made to the Vendor at his Purchase.*

THis Indenture made, *&c.* between *G. M.* and *A.* his wife, *T. M.* Son and Heir apparant of the said *G.* and *R. M.* second Son of the said *G.* on the one part, and *R. C.* on the other part, Witnesseth, That the said *G.* and *A.* his wife, *T. M.* and *R. M.* for and in consideration of the Sum of *&c.* to the said *G.* well and truly paid by the said *R. C.* before the ensealing of these Presents, whereof and wherewith the said *G.* and *A. T. M.* and *R. M.* do acknowledge themselves satisfied, contented and paid, and thereof and of every part thereof, do acquit and discharge the said *R. C.* his Heirs, Executors, *&c.* by these presents, hath given, granted, bargained, and sold; and by these presents doth give, grant, bargain, and sell to the said *R. C.* his Heirs and Assigns, for ever, all that Capital Messuage, or Tenement, with the Appurtenances; And also all and singular the Shops called Cellars, Sollers, Ware-houses, Yards, Rooms, Commodities, Easements, and Hereditaments to the said Messuage or Tenement belonging, or in any wise appertaining; and the Reversion and Reversions, of all and singular the Premisses: Which said Messuage and Tenement, and other the Premisses, with the Appurtenances, our late Soveraign Lord *Edward* the 6th. late King of *England* by his Letters Patents, dated at *L.* the 10. day of *N.* in the second year of his late Raign, amongst other things, did give and grant to *W. G* and to their Heirs for ever. And the said *W. G.* and *W. H.* the same also amongst other things by their Deed, *&c.* in the said second year of the said late Raign of the said late King *Edward* the 6th, did give and grant to *T. B. &c.* and his Heirs for ever. And sithence as well the said *T. B.* as also one *J. N. &c.* have severally conveyed and assured the Messuage or Tenement, and all other the Primisses to the said *G. W.* and to his Heirs and Assigns for ever. As by their several conveyances thereof made to the said *G.* and his Heirs, will plainly appear. And, all the Estate, Right, Title, Interest, Reversion, and Demand whatsoever, which the said *G. A. T.* and *R. M.* have, or any of them hath, shall or may have, of, in, or to the said Messuage or Tenement, and other the Premisses, with their Appurtenances, or of, in,

Grant.

in, or to any part or parcel thereof: And all and ſingular Deeds, Charters, Evidences, and Writings concerning the ſame Meſſuage or Tenement, and other the Premiſſes, or any part thereof: To have, hold, and enjoy, all and ſingular the ſaid Meſſuage and Tenement, with the Appurtenances, and all and every other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof to the ſaid *R. C.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *R. C.* and of his Heirs and Aſſigns for ever. And, the ſaid *G. W. T. W.* and *R. W.* for themſelves and every of them, and for their Heirs, Executors, and Adminiſtrators, and every of them, do covenant and grant, to and with the ſaid *R. C.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, in form &c. That is to ſay, That he the ſaid *G. W.* and *A.* now his wife, are and do ſtand lawfully ſeiſed of the ſaid Meſſuage, and all other the Premiſſes, that is to wit, the ſaid *G.* in his Demeſne as of Fee, and the ſaid *A.* in her Demeſne as of Freehold, for term of her life: And, That he the ſaid *G.* and *A.* his wife, and *T. M.* and *R. M.* or ſome of them, now be the very true and only lawful and rightful Owners of the ſaid Meſſuage and Tenement and all other the Premiſſes, with their Appurtenances: And have good right and lawful power and authority, to give, grant, bargain, ſell, and aſſure by theſe preſents, the ſame and every part thereof to the ſaid *R. C.* his Heirs and Aſſigns for ever. And alſo, That the ſaid Meſſuage and all other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof, now are and hereafter ſhall be and continue to the ſaid *R. C.* his Heirs and Aſſigns, clearly diſcharged and acquitted, or by the ſaid *G. T.* and *R.* their Heirs, Executors, or Adminiſtrators, from time to time and at all times, ſufficiently keep harmleſs, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Titles, Eſtates, and Incumbrances, had, made, knowledged, done, cauſed or procured by the ſaid *G. T.* and *R.* or any of them, or any other lawfully claiming by or from them, or any of them (the chief Rents and Services thereof, from henceforth to grow due to the chief Lords of the Fee, in reſpect of their Seigniory, only except and fore-priſed.) And further, The ſaid *G. T.* and *R.* do covenant &c. That he the ſaid *R. C.* his Heirs, and Aſſigns, ſhall and may peaceably and quietly from henceforth for ever, hold, poſſeſs, and enjoy the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, to and for the only uſe and behoof of the ſaid *R. C.* and of his Heirs and Aſſigns for ever, without any let, interruption, moleſtation, reſiſtance or eviction of the ſaid *G. T.* and *R.* or any of them, or the Heirs of any of them, or of any other perſon or perſons, which have or ſhall have, or lawfully ſhall claim to have, any Eſtate, Right, Title, or Intereſt, of, in, or to the ſaid Meſſuage and Tenement, and other the Premiſſes, or any part thereof, by, from, or under the Eſtate, Title, or Intereſt of the ſaid *G. T.* and *R.* or by from or under the Eſtate, Title, or Intereſt of any of them. And moreover, That the ſaid *G.* and *A.* now his Wife, and the ſaid *T.* and *R. M.* and their Heirs, and all and every other perſon and perſons now having, or which hereafter ſhall have, or lawfully claim to have, any former Eſtate, Right, Title,

Habend.

Seiſed, &c.

Power to ſell.

Diſcharged of incumbrances.

Quiet enjoyment.

For further aſſurance.

or Intereſt, of, in, or to the ſaid Meſſuage and Tenement, with the Appurtenances, or any other the Premiſſes, or any part thereof, by, from, or under the Eſtate of the ſaid *G.* upon every reaſonable requeſt, from time to time and all times, during 3 years next enſuing, from the day of the date of theſe preſents, at the coſts and charges of the Law only of the ſaid *R. C.* ſhall and will do, make, knowledge, ſuffer, and execute all and every ſuch lawful and reaſonable act and acts, thing and things, with warranty only againſt themſelves and their Heirs, and all other, claiming by or from them or any of them, which the ſaid *R. C.* his Heirs or Aſſigns, or his or their learned Councel, ſhall reaſonably and lawfully devile or adviſe and require, for the further and better conveyance, ſurety, aſſurance, and ſure making of the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, to be had, conveyed, and made ſure to the ſaid *R. C.* his Heirs and Aſſigns for ever, abſolutely in Fee-ſimple, for the only uſe of the ſaid *R. C.* and of his Heirs and Aſſigns for ever. And, The ſaid *G. T.* Covenanteth &c. That he the ſaid *R. C.* his Heirs, Executors, and Adminiſtrators, at their own coſts and charges, ſhall and may lawfully have, uſe, and proſecute in the name and names of the ſaid *G.* and of his Executors and Adminiſtrators, all and ſingular Suits, Actions, Remedies, and Recoveries againſt the ſaid *T. B.* and *L. N.* their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of every of them, from time to time and at all times, which can or may be taken, commenced, or proſecuted upon any Covenant or Bond made to the ſaid *G. W.* by the ſaid *T. B.* and one *J. B.* and by the ſaid *J. N.* or by any or either of them, in any wiſe touching or concerning any other Bargain or Conveyance of the Premiſſes, or any part thereof. And further, That the ſaid *G.* his Executors and Adminiſtrators, ſhall and will allow, avow, and juſtifie, all and every Action and Actions, Suits, Plaints, and Recoveries whatſoever, upon any the ſaid Covenants, Bargains, Conveyances, or Bonds aforeſaid, or any of them, which by the ſaid *R.* his Heirs, Executors, or Adminiſtrators, at their own proper coſts and charges, in the name or names of the ſaid *G.* or his Executors or Adminiſtrators, ſhall be had, ſued, commenced, or proſecuted. And alſo, That he the ſaid *G.* heretofore hath not, nor he the ſame *G.* his Executors or Adminiſtrators, or any of them, without the ſpecial requeſt and conſent of the ſaid *R. C.* his Heirs, Executors, or Adminiſtrators, ſhall not, or at any time hereafter diſcharge any of the ſaid Bonds, Covenants, Bargains, Grants, or Conveyances; nor ſhall releaſe, diſcharge, withdraw, diſavow, hinder any Action, Suit, Recovery, or Execution whatſoever, to be commenced, ſued, or had upon any of the ſaid Covenants, Bonds, Bargains, Grants, or Conveyances; neither ſhall wilfully commit, do, or knowledge any act or acts, thing or things whatſoever, which might hinder, prejudice, or abate any of the ſaid Actions, Suits, Recoveries, or Executions in any wiſe, without ſuch ſpecial conſent and requeſt as aforeſaid. And moreover, That he the ſaid *R. C.* his Executors and Adminiſtrators, ſhall or lawfully may have, take, and enjoy, to the only uſe and profit of the ſaid *R.* and of his Heirs, Executors, and Adminiſtrators, all the benefits, advantages,

Power for the Vendee to ſue &c. upon any Bond or Covenant made to the Vendor concerning the Premiſſes.

That the Vendor will juſtifie all ſuch Actions.

That he hath not nor will without the conſent of the Vendee releaſe ſuch Bonds &c.

vantages, and commodities of all and every the ſaid Actions and Suits, and of the Executions thereof, without any let, impediment, denial, or reſiſtance of the ſaid *G.* his Heirs, Executors, or Adminiſtrators, and without any account therefore, or for any part thereof, to the ſaid *G.* his Executors or Adminiſtrators, to be made or given. In Witneſs *&c.* *The Vendee to have the benefit of ſuch Suits.*

A Bargain and Sale, by a Company, of Land in London, *deviſed to them under ſeveral conditions, from which they covenant to free the Land, and wherein the Grantee chargeth back the Land, with an Annuity to the Company for ever, with a clauſe of diſtreſs &c.*

THis Indenture &c. between the Wardens or Keepers and Fellowſhip of the Myſtery of *B.* of the City of *L.* on the one party, and *A. R.* &c. of *B.* on the other party, Witneſſeth, That the ſaid Wardens &c. have given, granted, bargained, and ſold, and by theſe Preſents do &c. to the ſaid *A. R.* and his Heirs for ever, all that their Meſſuage or Tenement, with the Appurtenances, ſcituate, lying, and being in the Pariſh of &c. in *L.* aforeſaid, now or lately being in the Tenure or Occupation of the ſaid *A. R.* and now commonly called and known by the name and ſign of the *S.* And alſo all and ſingular Shops Cellers, Sollers, Chambers, Buildings, Yards, Lights, Rooms, Wayes, void Grounds, Commodities, Eaſements, and Hereditaments, whatſoever they be, with all and ſingular their Appurtenances, to the ſaid Meſſuage or Tenement belonging or appertaining, or as any part or parcel of the ſame, now or lately, or at any time heretofore, demiſed, letten to Farm, had, uſed, or occupied with the ſame. And the Reverſion and Reverſions of the ſaid Meſſuage or Tenement, and of all other the Premiſſes, with all and ſingular their Appurtenances, and all the Right, Title, Intereſt, and Eſtate, whatſoever, which the ſaid Wardens or Keepers and Fellowſhip of the Myſtery of *B.* of the City of *L.* and their Succeſſors, have, can, or may have, of, in, or to the ſaid Meſſuage or Tenement, and all other the Premiſſes with their Appurtenances, and every or any part and parcel thereof, by any way or means whatſoever. And all and ſingular Deeds, Evidences, Charters, and Writings, which the ſaid Wardens or Keepers, or any of their ſaid Fellowſhip, or any other, to their uſe, have, or can, or may lawfully get or come by without Suit in the Law: To have, hold, and enjoy, all the ſaid Meſſuage and Tenement, and all and every other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof, and all the ſaid Eſtate, Right, Title, and Intereſt, of the ſaid Wardens or Keepers, and Fellowſhip of the Myſtery of the ſaid *B.* of the City of *L.* and of their Succeſſors, of, in, and to the ſame, and every or any part or parcel thereof to the ſaid *A. R.* his Heirs and Aſſigns for ever, to the only uſe of *&c.* And, The ſaid Wardens or Keepers and Fellowſhip of *Grant.* *Writings.* *Habend.*

Covenant to Discharge of Incumbrances.

the Myſtery of the *B.* of the City of *L.* for them and their Succeſſors, do covenant and grant to and with the ſaid *A. R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe Preſents, in form &c. That they the ſaid Wardens or Keepers and Fellowſhip of the ſaid Myſtery, and their Succeſſors, ſhall and will at all times, and from time to time hereafter, acquit, diſcharge, or otherwiſe ſave and keep harmleſs, as well the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof; as alſo the ſaid *A. R.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Annuities, Rents, Charges, Arrearages of Rents, and alſo of and from all former Eſtates, Uſes, Intereſts, Charges, and Incumbrances, had, made, given, granted, pretended, challenged, claimed, demanded or charged; or to be had, made &c. by the ſaid Wardens or Keepers and Fellowſhip aforeſaid, or their Succeſſors, or by any other perſon or perſons whatſoever; (all Leaſes and Eſtates for term of years heretofore made of the Premiſſes to the ſaid *A. R.* and his Aſſigns, and the chief Rent to be thereof due and payable to the chief Lord or Lords of the Fee, only except and fore-priſed) And further, That they the ſaid Wardens &c. and their Succeſſors, at and upon every reaſonable requeſt to them the ſaid Wardens for the time being, to be made by the ſaid *A. R.* his Heirs and Aſſigns, and at the coſts and charges in the Law, only of the ſaid *A. R.* his Heirs, Executors or Aſſigns, ſhall and will make, do, knowledge, ſuffer, and cauſe &c all and every ſuch further aſſurance and aſſurances, and do all, and every ſuch lawful act and acts, thing and things, in the Law whatſoever, which during the term of 7 years next enſuing the date of theſe Preſents by the ſaid *A. R.* his Heirs or Aſſigns, or by his or their Counſel learned in the Laws of this Realm from time to time ſhall be reaſonably and lawfully deviſed or adviſed for the further or better aſſurance, ſurety and ſure making of all the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, and of every part and parcel thereof and of the Reverſion and Reverſions thereof to be had, conveyed and ſure made to the ſaid *A. R.* his Heirs and Aſſigns, to his and their own uſe for ever, without any manner of condition with warranty only of the ſaid Wardens or Keepers and Fellowſhip, only againſt them and their Succeſſors. And it is agreed between the ſaid parties to theſe Preſents, That all Fines and Recoveries, and other Conveyances and Aſſurances whatſoever of the Premiſſes, or any part thereof to be had, made, knowledged or ſuffered by the ſaid Wardens or Keepers and Fellowſhip and their Succeſſors, to the ſaid *A. R.* his Heirs and Aſſigns, ſhall be to the only uſe and behoof of the ſame *A.* and of his Heirs and Aſſigns for ever, and to none other uſe or uſes, intent and purpoſe whatſoever. And alſo, Whereas in the 12th year of K. *C.* 2. *S. H.* made and declared his laſt Will and Teſtament of the ſaid Capital Meſſuage, with the Appurtenances, and of the ſaid Tenement thereunto belonging or appertaining; and by the ſaid Teſtament, after divers limitations, deviſed the ſaid Meſſuage and Tenement unto the ſaid Wardens, Keepers and Fellowſhip of the Myſtery

Exception.

To make a further Aſſurance.

All Fines &c. to be to the uſe of the Grantee.

Recital of the deviſe.

of

of *B.* by the name of the Wardens and Fellowship of the Craft of *B.* and brother of &c. in the City of *L.* upon divers and ſundry conditions, and to divers intents and purpoſes, as by the ſaid laſt Will and Teſtament more plainly may appear; The ſaid Wardens &c. do Covenant &c. that they and their Succeſſors ſhall clearly and freely acquit, exonerate, diſcharge and ſave harmleſs the ſaid capital Meſſuage with the Appurtenances, and the ſaid Tenement thereunto adjoyning for ever, of and from all manner of Conditions, Limitations, Uſes and Intents, and of and from all manner of Scruples, Doubts, Ambiguities, Articles, Clauſes, Sentences, Legacies or Requeſts, to and with every thing and things contained, mentioned, expreſſed, bequeathed or otherwiſe mentioned within the ſaid Will and Teſtament. And in conſideration of the ſaid Grant, Bargain, Sale, Covenants and Agreements above ſaid made and granted by the ſaid Wardens &c. and on their party truly to be performed and fulfilled towards the ſaid *A. R.* his Heirs and Aſſigns, in manner and form aforeſaid. The ſaid *A. R.* before the date hereof, hath contented and paid to the ſaid Wardens &c. the ſum of 40 Marks of &c. whereof, and wherewith the ſaid Wardens &c. knowledge themſelves to be truly ſatisfied and paid. And further, The ſaid *A.* by theſe Preſents doth Give and Grant to the ſaid Wardens &c. and their Succeſſors for ever, one yearly Rent of 12 l. 6 s. 8 d. of &c. to be iſſuing and going out of the ſaid Meſſuage and Tenement, with the Appurtenances, and all and every other the Premiſſes with their Appurtenances, To have, hold, perceive, receive and take, the ſaid annual Rent to the ſaid &c. and their Succeſſors for ever, yearly to be paid at the Feaſts of &c. or within &c. next after every of the ſame Feaſt dayes by even portions; the firſt payment thereof to begin and to be made at the Feaſt &c. or within &c. And if it ſhall happen the ſaid annual Rent of &c. or any part thereof to be behind and unpaid by the ſpace of &c. after any of the Feaſt-dayes wherein it ought to be paid as aforeſaid, That then and ſo often it ſhall and may be lawful to and for the ſaid Wardens &c. into the ſaid Meſſuage and Tenement, and all other the Premiſſes with their Appurtenances, to enter and diſtrain, and all and every the diſtreſs & diſtreſſes there to be found, lawfully and quietly to take, bear, and carry away, and with them to hold, retain and keep until they or their Aſſigns, or ſome of them ſhall be fully paid and ſatisfied of and for the ſaid Annuity and all arreages thereof if any be. Provided always, That the ſaid Wardens &c. ſhall not at any time charge the perſon or perſons of the ſaid *A. R.* his Heirs and Aſſigns, to, or with, the ſaid yearly Rent of &c. This preſent Gift or Grant notwithſtanding. And, the ſaid *A. R.* Covenanteth &c. That he the ſaid *A.* his Heirs and Aſſigns, at all times from henceforth plainly and uprightly without any fraudulent or covetous practice or confederacy to be made with any other perſon or perſons according to his and their lawful Eſtate, Right and Title, and as by courſe of the Laws of this Realm they may do, and by their Councel learned in the ſame Laws ſhall be adviſed to be done, ſhall and will maintain and defend all claims, titles, challenges, and demands whatſoever, which ſhall be hereafter made to the premiſſes, or any part thereof, and that as often

Covenant to free the Lands from all matters and things therein contained.

Grant of a Rent.

Habend.

A clauſe of Diſtreſs.

Proviſo, not to charge the perſon.

The Grantor of the Rent Covenants to defend all claims, and to give the Company notice thereof, and ſhall ſuffer his Councel and the Companies to conferre and ſuffer ſuch defence to be made as both Councels ſhall agree.

as any such claim, title, challenge or demand, shall be so made to the knowledge of the said *A.* his Heirs or Assigns, that then and so often, he or they shall thereof give or leave notice and knowledge to the said Wardens, &c. or their Successors, at their Common-Hall scituate in *G.* Lane in *L.* and upon reasonable request shall suffer and agree, that the Counsel learned in the said Laws of the said Wardens, &c. shall and may have conference with the Counsel of the said *A.* and of his Heirs and Assigns, for and concerning the defence of all the said claims, challenges and demands, and shall and will condiscend and agree to such pleading and defence therein to be made, as upon such conference between their Counsellors, by the same Counsellors shall be resolved to be most meet and convenient for the defence of such title and claim, as shall chance or fortune hereafter at any time or times so to be made. In witness, *&c.*

A Bargain and Sale of the Moyety of a Mannor, and of an Advowson.

THis Indenture, &c. between *A.C.* &c. *T. H.* &c. and *A. H.* of &c. on the one party, and *J. L.* &c. on the other party; Witnesseth, That whereas one *N. S.* Son to *E.* of late of &c. Son and Heir of *J. S.* &c. by sufficient Conveyance and Assurance in the Law, was lawfully seised of an estate of Inheritance of and in all the Moyety and half-Deal of the Mannor of *W.* with the Appurtenances, and of the Moyety of 10 Messuages, 4 Tofts, one Water-Mill, 10 Gardens, 400 Acres of Land, 200 Acres of Meadow, 400 Acres of Pasture, 30 Acres of Wood and 40 *s.* of yearly Rent and Appurtenances in *W.* and of the Moyety of the Advowson of the Church of *W.* and of divers other Lands and Tenements to the said Moyety of the said Mannor of *W.* belonging, and so being thereof seised, and to the intent to convey the absolute Fee-simple and Inheritance unto the said *A.C.* and his Heirs of the one Moyety of the said Premisses and Mannors by his Deed Indented, dated &c. did bargain, and sell unto *E. R.* and *J. H.* Esquires, and to their Heirs, all that the said Moyety and half Deal of the said Mannor of *W.* with the Appurtenances in the said County of *O.* together with Moyety and half-Deal of the Water-Mill in *W.* aforesaid, and Moyety of the Advowson and Right of Patronage of the Rectory and Parish Church of *W.* aforesaid, and all Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, and Trees, and the soile and ground of the Commons, Wast-grounds, Heaths, Rents, Reversions, Services, Liberties, Franchises, Priviledges, Profits, Commodities and Advantages whatsoever to the said Moity and half Deal of the said Mannors, and other the Premisses belonging or appertaining, or part or parcel, or member thereof being, and also all other his Messuages, Lands, Tenements and Hereditaments, with the Appurtenances in *W.* aforesaid, or elsewhere in the said County of *O.* and after levied

levied a Fine, and ſuffered a Recovery thereof in form of Law; which Fine and Recovery, as is expreſſed in the ſaid Deed Indented were had, levyed, executed, to, and for the uſe of the ſaid *A. C.* and his Heirs, as by the ſame Deed appeareth. And whereas afterwards the ſaid *A. C.* and *J.* his wife, *W. C.* and *M.* his wife, *B. P.* and *E.* his wife; which ſaid *M. C.* and *E. P.* were the daughters and only next Heirs of *J. S.* which was the eldeſt Son of the ſaid *E. S.* by their Deed indented, bearing date the &c. did bargain and ſell to the ſaid *A. H.* and his Heirs, all the ſaid Moity of the ſaid Mannors of *W.* with the Appurtenances, and 200 Acres of Land, 50 Acres of Meadow, &c. and all and ſingular Lands, Tenements, and Hereditaments, and every part and parcel thereof, in the Pariſhes aforeſaid, late the Inheritance of the ſaid *E. S.* and after that the ſame *A. C.* and *J. W. C.* and *M. B. P.* and *E.* his wife, did levy a Fine of all the ſaid Moity of the ſaid Premiſſes, to the uſe of the ſaid *A. H.* and of his Heirs for ever, as further by the ſaid Fine and former Conveyances, and the circumſtances thereof, doth and may appear. Now, The ſaid *A. T. C. H.* and *A. H.* for a certain Sum &c. whereof &c. have bargained and ſold, and by theſe preſents, do grant, alien, bargain, ſell, releaſe, and confirm unto the ſaid *J. L.* his Heirs and Aſſigns for ever, all the ſaid Moiety of the ſaid Mannor of *W.* &c. And alſo all other the Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances in *W.* aforeſaid, or elſewhere in the ſaid County of *B.* which late were of the ſaid *E. S.* except 20 Acres of Land in *T.* of which the ſaid *A. C.* lately heretofore hath bargained and ſold unto one *A. B.* and his Heirs, together with all Deeds, Charters, Evidences, Writings, concerning the Premiſſes, or any part thereof. To have and to hold all the ſaid Moity of the ſaid Mannor of *W.* and all and every other the Premiſſes, with their Appurtenances, (except only before excepted) to the ſaid *J. L.* his Heirs and Aſſigns for ever, to, and for the only uſe and behoof of the ſame *J. L.* his Heirs and Aſſigns for ever. And, The ſaid *T. H.* and *A. H.* for themſelves &c. covenant &c. with the ſaid *J. L.* That the ſaid Moity of the ſaid Mannor, and all other the Premiſſes, with their Appurtenances (except before excepted) now be, and for ever hereafter ſhall abide, continue, and be, to the ſaid *J. L.* his Heirs and Aſſigns, clear and free diſcharged and acquitted, or otherwiſe by the ſaid *T.* and *A.* their Heirs, Executors, or Adminiſtrators, ſaved harmleſs from time to time, and at all times, of and from all and ſingular former Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Fees, Annuities, Rents, Arrearages of Rents, Eſtates, Titles, Charges, Demands, and Incumbrances whatſoever, before the enſealing and delivery of theſe preſents, had, made, done, procured, or agreed unto, by the ſaid *T.* and *A.* or either of them, the chief Rents and Services from henceforth, to be due to the chief Lords of the Fee, and all ſuch Bargains and Conveyances, as the ſaid *A.* heretofore hath made to the ſaid *A. C.* and his Heirs only (except and foreprized) Provided always, That theſe Indentures, or any Article or Covenant, contained in the ſame, ſhall not extend to charge the ſaid *T.* and *A. H.* or either of them, or the Heirs, Executors, or Adminiſtrators, of either of them,

Recital.

Bargain and Sale.

Habend.

Diſcharged of Incumbrances.

The Vendors to be charged for their own Acts.

them, otherwiſe, or further, then only for ſuch Acts, Incumbrances, and charges, as are already done, executed, or agreed upon by the ſaid *T.* and *A.* or either of them, which ſhall or may incumber, charge, or impeach the Premiſſes, or any part thereof contrary to the intent and true meaning of theſe preſents. *Seiſed in Fee.* And, The ſaid *A. C.* covenanteth &c. in form &c. That he the ſaid *A. C.* and the ſaid *T. H.* and *A. H.* or ſome of them, at the enſealing and delivery of theſe preſents, are, or be the rightful, true and perfect owner or owners of the ſaid Moiety of the ſaid Manor of *W.* and other the ſaid bargained Premiſſes, with the Appurtenances (except before excepted) And that they, or ſome of them, now are, and do ſtand thereof, and of every part thereof, now at the enſealing and delivery of theſe preſents, lawfully ſeized in his or their Demeſne as of Fee, to the only uſe of him or themſelves, and of his or their, or ſome of their Heirs, *Power to grant* without any condition or limitation of uſe or uſes; And that they, or ſome of them, have, or hath good rightful power, and lawful authority, to give, grant, bargain, ſell, and aſſign the ſaid Moity of the ſaid Manor, and all other the Premiſſes, with their Appurtenances (except before excepted) to the ſaid *J. L.* his Heirs and Aſſigns, in manner and form aforeſaid. And that the ſaid Moiety of the ſaid Manor, and all other the *Diſcharged of Incumbrances.* ſaid above bargained Premiſſes, with their Appurtenances (except before excepted) now be, and for ever hereafter ſhall abide, continue, and be unto the ſaid *J. L.* his Heirs and Aſſigns, freely and clearly diſcharged and acquitted, or otherwiſe by the ſaid *J. C.* his Heirs or Executors, ſaved harmleſs, from time to time, and at all times, of, and from all and ſingular former Bargains, &c. and Incumbrances whatſoever heretofore had, made, done, or executed by the ſaid *A. C. A. H. E. S.* and *N. S.* or any of them, or any the Anceſtors of the ſaid *E.* or *N.* or by any other perſon or perſons, which had, or have any former Eſtate in the Premiſſes, or any part thereof, by or under the Eſtate of the ſaid *A. C. A. H. E. S.* and *N. S.* or any of them, or any the Anceſtors of the ſaid *N.* or *E.* the chief Rents, &c. and one Leaſe made by word to one *R. B.* of &c. to endure for the term of &c. now to come, by and under the payment of the yearly Rent of &c. and one other Leaſe &c. to one *R. L.* &c. and ſuch intereſt of Common and other benefits, as the Lords and Tenants of the ſaid Manor of *S. W.* can lawfully claim in a piece of ground called a parcel of the above bargained Premiſſes, only except and fore-priſed. *For further aſſurance.* And further, That he the ſaid *A. C.* and *J.* now his wife, and the ſaid *W. C.* and *M.* his wife, and *B. P.* and *E* his wife, and the ſaid *R. L.* and *M.* his wife (ſaving only to the ſaid *R.* the Leaſe for years above excepted) and all and every other perſon and perſons, having or lawfully claiming to have any former Eſtate, Right, Title, Demand, or Intereſt of, in, out, or to the ſaid Moity &c. and all other the above bargained Premiſſes, or any part thereof, by or under the Eſtate of the ſaid *E. S.* except the chief Lords aforeſaid, and the ſaid Leſſees, and their Aſſigns, and the ſaid Lords and Tenants of the ſaid Mannor of *S. W.* claiming only their ſeveral Right and Eſtate above excepted, during the ſpace of 3 years now next coming, from time to time, and at all times, upon reaſonable requeſt, and

at

at the coſts and charges in the Law only of the ſaid *J. L.* his Heirs, Executors, or Aſſigns, ſhall and will do, knowledge and ſuffer, and cauſe to be done &c. all and every ſuch lawful and reaſonable act and acts, thing and things, deviſe and deviſes in the Law, for the further and better aſſurance, ſurety, and ſure making of all the Moity of the ſaid Mannor of *W.* with the Appurtenances, and of the other above bargained Premiſſes, with their Appurtenances, to be had and made ſure to the ſaid *J. L.* his Heirs and Aſſigns, to and for the only uſe &c. as by the ſaid *J. L.* his Heirs and Aſſigns, or his or their learned Councel (with Warranty only againſt the ſaid *A. C.* and the other perſons aforeſaid, which ſhall happen to be parties to ſuch further aſſurance ſeverally againſt themſelves and their Heirs) ſhall be reaſonably deviſed or adviſed. In Witneſs, &c.

A Sale by Executors of Land belonging to their Teſtator.

THis Indenture, &c. between *R. S.* &c. *J. P.* &c. and *A.* &c. his wife, and *T. H.* Executors of the laſt Will and Teſtament of *E. C.* late &c. on the one part, and *J. H.* &c. on the other part, Witneſſeth, That the ſaid *R. S. J. P. A.* his wife, and *T. H.* according to the tenor and true meaning of the ſaid laſt Will and Teſtament of the ſaid *E. C.* which late was the wife of *T. C.* &c. and by force and virtue of the ſame laſt Will and Teſtament, for, and in conſideration of the ſum of 170 l. of &c. to &c. whereof &c. have bargained, ſold, and granted, and by theſe Preſents do fully and clearly bargain, ſell, and grant unto the ſaid *J. H.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the Appurtenances, ſet, lying, and being, &c. And alſo all and ſingular Shops, Sellers, Yards, Commodities, Eaſements, and Appurtenances, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or as part or parcel thereof, had, uſed, reputed, or occupied: And all and every the Deeds, Evidences, Writings, and Mynuments, concerning only the Premiſſes or only any part or parcel thereof. All which ſaid Deeds, Evidences, &c. aforeſaid, together with the true Copies of all other Deeds, Evidences, Wills, Writings, and Mynuments, which do concern the ſaid Tenement; or as many of them, as they the ſaid *R. I. A.* and *T.* or any of them, have or hath, which they, or any of them, may lawfully come by, without Suit in the Law, the ſaid *R. J. A.* and *T.* for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, do covenant and grant, and every of them covenanteth and granteth to and with the ſaid *J. H.* &c. well and truly to deliver, or cauſe to be delivered unto the ſaid *J. H.* his Heirs or Aſſigns, at or before &c. next &c. To have hold, and enjoy, all the ſaid Meſſuage or Tenement, and all other the Premiſſes, with their Appurtenances, unto the ſaid *J. H.* his Heirs and Aſſigns for ever, to and for the only and proper uſe and behoof of the ſaid *J. H.* his Heirs and Aſſigns for ever. And, the ſaid *R. S. J. P.* and *T. H.* for them, and for the ſaid *A. P.*

Bargain and Sale.

And all writings.

Habend.

The Vendors Covenant to make the Vendee a good eſtate before &c.

A. P. and every of them, and for the Heirs, Executors, and Administrators of every of them, do covenant and grant, to and with the said *J. H.* his Heirs, Executors, Administrators, and Assigns, and every of them, by these presents, in manner and form following: That is to say, That they the said *R. J. A.* and *T.* or the Heirs of the Survivor or Survivors of them, at or before the 20 day of *F.* next &c. at the costs and charges of the said *J.* and of his Heirs or Assigns, shall make and execute, or cause &c. unto the said *J. H.* his Heirs, and Assigns for ever, a good, sure, sufficient, and lawful estate and assurance in the Law in Fee-simple, of and in all the said Messuage, and all other the Premisses, with their Appurtenances, to the only use and behoof of the said *J. H.* his Heirs and Assigns, for ever, without any manner of condition or limitation of use. And that the said Messuage and Tenement, and all other the Premisses, with their Appurtenances, now are, and be at the time of the making and executing of the said Estate and Assurance in form aforesaid, to be made and executed, shall be, and from henceforth shall continue and abide to the said *H. J.* his Heirs or Assigns, clear and clearly acquitted and discharged, or at all times from time to time, sufficiently saved harmless, of and from all and every former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Annuities, Fees, Joyntures, Dowers, Fines for Alienations, Intrusions, and of and from all and every other Charges, Titles, Troubles, and Incumbrances whatsoever they be; had, made, committed, done or agreed unto by the said *R. S. J. A.* and *T.* or any of them. And moreover, That they the said *R. J. A.* and *T.* or the Heirs of the Survivor or Survivors of them, and also all and every other person or persons, any thing lawfully having or claiming, or which at any time or times hereafter, shall or may lawfully have or claim any thing, of, in, or to the said Messuage, and other the Premisses, or any part thereof, by, from, or under the said *R. S. J. P.* and *A.* his wife, and *T. H.* or any of them, at all times hereafter, and from time to time, during the space of 3 years next &c. upon the lawful request, and at the costs and charges in the Law of the said *J. H.* his Heirs or Assigns, shall and will further do, cause, knowledge, and suffer to be, made, done, and knowledged all and every such further lawful act and acts, devise and devises, thing and things of assurance whatsoever, with Warranty only against the said *R. J. A.* and *T.* and their Heirs: As by the said *J. H.* his &c. shall be reasonably devised or advised for the further or better assurance, sure making, and conveying of the said Messuage, and of all other the above bargained Premisses, to be had and made to the said *J. H.* &c. to the only use &c. Provided always, That the said *R. J. A.* and *T.* or any of them, or the Heirs or Assigns, of them, or of any of them, shall not be compelled to travel in and about the making and executing of the said Assurances, or any of them, any further then the Cities of *L.* or *W.* and the Suburbs of the same. In Witness, &c.

To discharge of Incumbrances.

To make further assurance.

Not to travel.

A Bargain and Sale by the Assignees of a Patentee of Concealed Land.

THis Indenture, &c. between *A. K.* of *L.* Esq; and *F. K.* of *L.* Gent. on the one party, and *C. R.* of *T.* in the County of *C.* Gent. on the other party, Witnesseth, That the said *A. K.* and *F. K.* for and in consideration of a certain sum of &c. whereof, and wherewith &c. and thereof, and therefore &c. hath granted, aliened, bargained, and sold, and by these presents &c. unto the said *C. V.* and his Heirs for ever, all that their House or Scite of the late Monastery of *T.* and all Houses, Edifices, Barns, Stables, Dove-houses, Orchards, Gardens, Lands and Soil, as well within the said Scite and Precinct of the same late Monastery: And all and all manner of Demesne Lands there to the same late Monastery sometime belonging and appertaining, or within the same before that used or occupied, now or late in the Tenure or Occupation of *H. J.* Kt. or his Assigns. And the Reversion and Reversions of all and singular the Premisses: And all and all manner of Woods, Underwoods, and Trees, in and upon the Premisses, and the Ground and Soil of the same Woods, Under-woods, and Trees: And all and singular Rents, Revenues, and yearly Profits whatsoever, reserved upon any Lease or Leases made of the Premisses, or of any part thereof, together with such Views of Frank-pledge, Courts, Leets, Law-dayes, Estrech wayed and strayesod, free Warrens, Knights Fees, and with all and all manner those and such Liberties, Franchises, Privileges, Jurisdictions, Profits, Commodities, and Emoluments whatsoever, as any Abbot or Prior of the said late Monastery of *T.* or any other person or persons, having or possessing the Premisses, or any part thereof, or of any part or parcel thereof seized, ever had, held, and enjoyed, or ought to have had, holden, or enjoyed, the said Scite and other the Premisses, or any part thereof, by reason of any Charter of Gift, Grant, or Confirmation; or of any Letters Patents, by our said Soveraign Lord the King which now is, or any of his Progenitors Kings of *England* by any manner of means made, granted, or confirmed; or by reason of any Prescription, Use or Custome, before this time had or used; or otherwise, by any manner of means, Right or Title, so fully, wholly, and amply, as *R. H.* Kt. Citizen and A. of *L.* and *A. G.* Citizen and *A.* of *L.* and *T. A.* Citizen and *H.* of *L.* the said Scite and Demesne, Lands, and other the Premisses, amongst other things late had, to them and their Heirs of the Gift and Grant of our said Soveraign Lord King *C.* by vertue of his Letters Patens thereof to them made, under the Great Seal of *England*, and bearing date at *G.* the &c. in the 12th year of his Raign: And in as large and ample manner, as the said *A.* and *F.* the said Scite, and other the Premisses, amongst other things late had to them and their Heirs, of the Bargain, Sale, Grant, and Feoffment, of the said *R. H.* Kt. *A. G.* and *T. A.* by vertue of their Deed thereof

Except, &c. thereof made to the ſaid *A.* and *F.* bearing date *&c.* except and always reſerved to the ſaid *A.* and *F.* their Heirs and Aſſigns, the Granges of *A.* and *B.* with their Appurtenances, and all and ſingular Lands, Tenements, and Hereditaments, to the ſame two Granges, or either of them belonging, or in any wiſe appertaining; *To have* and *to hold* the ſaid houſe *&c.* except before excepted, to the ſaid *&c.* his Heirs and Aſſigns *Habend.* for ever to the only uſe of *&c.* to be holden of our ſaid Soveraign Lord the King, his Heirs and Succeſſors, as of the Manour of *E.* within the County of *K.* by Fealty only in Free Socage, and not in chief, for all Rents, Services, and Demands whatſoever, for the Premiſſes, or any part thereof to our ſaid Soveraign Lord the King, his Heirs or Succeſſors, in any wiſe to be yielded, paid, or done. *And*, the ſaid *A.* and *F.* for them, their Heirs, Executors, and Adminiſtrators, and every of them, do covenant *&c.* in manner *&c.* That is to ſay, That the ſaid Scite and Demeſne Lands, *&c.* and all other the Premiſſes above ſpecified, to be bargained and ſold by theſe preſents, except before excepted, now are, and ſtand and from henceforth for ever ſhall continue, ſtand, and be, to the ſaid *C.* his Heirs and Aſſigns, free and clearly diſcharged and acquitted, or all times *&c.* [*So follows the Incumbrances.*] And alſo that the ſaid *C.* his Heirs and Aſſigns for ever, ſhall or may peaceably and quietly, have, hold, occupy, all and ſingular the ſaid Scite and Demeſne, Lands, *&c.* except before excepted, And ſhall or may from time to time, and at all times hereafter, have, take, gather, perceive, receive, and enjoy, all and ſingular the Rents, Iſſues, and Profits thereof, to, and for the only uſe, Commodities, and behoof of the ſaid *C.* his Heirs and Aſſigns, without any let, *&c.* of the Grantors, or either of them, or of any other perſon or perſons, by the means, title, or procurement of the ſaid *A.* and *F.* or either of them, or of their Heirs or Aſſigns, or the Heirs or Aſſigns of either of them. *In Witneſs, &c.*

Discharged from Incumbrances.

Quiet enjoyment.

This Deed to be knowledged and enrolled, and then a Releaſe to the Poſſeſſion of the ſaid C.V. *from* R.H. A.G. *and* T.A. *and* W.B. *with Warranty againſt them and their Heirs.*

A Bargain and Sale of a Remainder to three perſons, each to have a 3d. part, with Covenants, that the Heirs of the Vendors (who may have intereſt) ſhall not go about to reverſe or annull any Fine or Recovery, paſſed by the Vendors, for Aſſurance of the Land.

THis Indenture *&c.* Between *R.C.* of *L.* in the County of *N.* Gent. and *J.L.* of *L.* and one of the Daughters of *T.L.* late of the City of *L.* deceaſed, and of *A.* his Wife on the one party, and *A.C.* Wife of *T.C.* of *&c.* Eſq; *K. B.* Wife of *E. B.* daughter of *G.B.* and *W. B.* daughters of the ſaid

ſaid *T.L.* and *A.* his wife on the other party, Witneſſeth, That where-as the ſaid *T.L.* in his life-time, for divers good and ſufficient conſiderations, did by his ſufficient Writing, under his Hand and Seal, convey and aſſure, or cauſe to be conveyed and aſſured to the uſes hereafter in theſe preſents mentioned and expreſſed, all that the Capital Meſſuage, with the Appurtenances ſcituate in or neer *J. &c.* late in the Tenure, *&c.* all houſe-buildings *&c.* to the ſaid Meſſuage belonging, that is to ſay, to the uſe of him the ſaid *T.L.* for term of his life, without impeachment of Waſte, and, after his deceaſe, the remainder of all and ſingular the Premiſſes, with their Appurtenances, to the uſe of the ſaid *A.* for term of her life; and, after her deceaſe, the remainder of all and ſingular the Premiſſes, with their Appurtenances, to the uſe of the ſaid *J. L.* and of the Heirs of the body of the ſaid *J.* lawfully begotten, or to be begotten. (And ſo limiting the uſes to the ſaid other three Sifters) as by the ſame Conveyance more at large may appear; and after the ſaid *T.* dyed, by and after whoſe death the ſaid *A.* entred into the Premiſſes, and was, and yet is of the ſame lawfully poſſeſſed and ſeized in her Demeſne as of Free-hold, for term of her life by virtue of the ſaid Conveyance and Aſſurance, and of the Statute of Uſes in that behalf made and provided; the remainder thereof to the ſaid *J. L.* and to the Heirs of her body lawfully begotten, with Remainders over in manner and form aforeſaid. *Grant.* And whereas, The ſaid *A.C.* ſhall by the Grace of God marry, and take to his wife the ſaid *J. L.* Now the ſaid *R.* and *J.* for and in conſideration of the ſum of 500l. to them paid *&c.* whereof *&c.* have Granted, Bargained, Sold, Releaſed, and Confirmed; and by theſe preſents do grant *&c.* unto the ſaid *A. C. K.B.* and *W.B.* all the ſaid Capital Meſſuages, *&c.* and the ſaid remainder and Inheritance of the ſaid *J.* of and in the Premiſſes, and every parcel thereof, and all her Right, Title, Uſe, Poſſeſſion, Eſtate, Reverſion, and Remainder, of, in, and to the ſaid Premiſſes; and of, in, and to every part and parcel thereof, with their Appurtenances; and all the Eſtate, Right, Title, and Demand whatſoever, which they or either of them, or the Heirs of the body of the ſaid *J.* might, or lawfully ought to have, of, in, and to the ſaid Premiſſes; or of, in, or to any part or parcel thereof; together with all their, and either of their Deeds, *&c.* To have and *Several Habends.* to hold, the 3d. part of the ſaid Capital Meſſuage, *&c.* and alſo of the ſaid Deeds, Evidences, and Writings, to the ſaid *A.C.* her Heirs and Aſſigns for ever, to the only proper uſe and behoof of the ſaid *A.C.* and of her Heirs and Aſſigns for ever. And to have and to hold one other 3d part of the ſaid *&c.* to the ſaid *K.B.* her Heirs and Aſſigns for ever, *&c.* And to have, *&c.* the other 3d. part and reſidue of the ſaid *&c.* to the ſaid *W.B.* his Heirs and Aſſigns *&c.* A Covenant by the ſaid R.C and J.L. for diſcharge of Incumbrances to the ſaid A K. and W.A: A Covenant by the *Covenants.* ſaid R. C. and J. L. and the Heirs of her body for further Aſſurance. And further, the ſaid *R.* and *J.* Covenant *&c.* That they the ſaid *A. K.* and *W.* their ſeveral Heirs and Aſſigns aforeſaid, ſhall, or may from the death *Quiet enjoyment.* of the ſaid *A.* peaceably and quietly have, hold, occupy, poſſeſs, and enjoy the ſaid Meſſuage, without any lawful *&c.* of the ſaid *R.* and *J.* or either

either of them, or of any other person or persons lawfully claiming, or which hereafter shall lawfully claim, in from, by, or under the said R. and J. or either of them, or by their, or either of their means, assent, or procurement. And further, The said R. and J. Covenanteth &c. That they the said R and J. or either of them, or any the Heirs of the bodies of them, or of any of them, shall not at any time hereafter, reverse, annul, or make void, or go about to reverse, annul, or make void any Fine or Fines, Recovery or Recoveries, knowledge, levyed or had, or to be knowledged &c. by the said R. and J. or either of them to the said A. K. and W. or any of them, or the Heirs of them, or of any of them, or to any other such person or persons as they or any of them or their Heirs, shall thereunto name or appoint. In Witness, &c.

The Heirs of the Vendors not to reverse the Fine &c.

A Bargain and Sale of the Reversion and Remainder of the 4th part of a Parsonage.

Bargain and Sale.

THis Indenture &c. between R.T. of R. in the County of N. Esq; on the one party, and W. C. of &c. on &c. Witnesseth, That the said R.T. for and in consideration of the Sum of 170 l. whereof &c. Hath bargained and sold, and by these presents doth freely and clearly bargain and sell unto the said W.C. and his Heirs, the Remainder and Reversion of the 4th part of the Parsonage and Rectory of M. in the County of E. to take effect in possession unto the said W.C. and his Heirs immediately by, and from the death of M. late wife of G.B. Gent. deceased, son of H.B. deceased; and also, for the consideration aforesaid, hath bargained and sold unto the said W. C. and his Heirs, by these presents, all that the Remainder and Reversion of the 4th. part of all and singular the Glebe-Lands, Tenements, Tythes, Annuities, Pensions, Portions and Hereditaments whatsoever, being part, parcel, or member of the said 4th part of the Rectory aforesaid, which is to the said 4th. part of the said Parsonage and Rectory belonging or appertaining in any wise, renewing, coming or growing, or to be demanded, or had, by reason of the 4th part of the said Parsonage or Rectory to take effect in Possession unto the said W. C. his Heirs and Assigns, immediately by and from the death of the said M. B. which Remainder and Reversion of, and in the said Parsonage and Rectory, and other the said Premisses, descended and came, and of right ought to descend and come, unto K. T. deceased, as one of the daughters and Heirs of the said H.B. deceased, and mother unto the said R. T. and her Heirs, and by and after the death of the said K. unto the said R.T. and his Heirs, as son and Heirs of the said K. And also, for the consideration aforesaid, hath bargained and sold unto the said W. C. and his Heirs, all that the Remainder and Reversion of the 4th part of the Advowson, Nomination, Presentation and gift of the Vicarage of M. aforesaid, which descended and came unto the said K. Mother of the said R.T. as one of the daughters and Heirs of the said S. H. together with all Deeds, Evidences and Writings

tings which the said R. hath concerning the Premisses, To have and to hold, all the said Remainder & Reversion of the said 4th part of the said Parsonage and Rectory, Glebe-Land, Tenements, Titles, Annuities, Pensions, Portions and Hereditaments whatsoever as part, parcel or member belonging or appertaining, renewing, coming or growing or in any wise to be demanded or had by reason of the said 4th part of the said Parsonage and Rectory. And also the said Remainder and Reversion of the 4th part of the said Advowson, Nomination, Presentation and Gift of the said Vicarage of *M.* unto the said *W.* his Heirs and Assigns, to the only use and behoof of the said *W.* his Heirs and Assigns for ever. (A Covenant, that the said R. T. standeth lawfully seised of the Premisses; And that it shall be lawful for the said W. C. to possess the same: A discharge of Incumbrances; A Covenant for further assurance during 4 years, after the death of the said M. late wife of the said G. B.) And, the said *R. T.* further doth covenant, *&c.* That if at any time hereafter it shall happen, the other 3 parts of the said Rectory, Parsonage, Vicarage, or Premisses, or any part of the said 3 parts to descend, remain, accrue, or come to the said *R.* or his Heirs, as heir of the said *H. B.* or any of his Heirs: That then the said *R.* or his Heirs, so having the other 3 parts, or any part of the said 3 parts, or that lawfully may have the same, upon reasonable request thereof made by the said *W. C.* his Heirs or Assigns, at the costs and charges in the Law of the said *W. C.* his Heirs or Assigns, convey and assure to the said *W.* his Heirs or Assigns, the said other 3 parts, and every part of the said 3 parts, which shall or ought to descend, remain, and accrue to the said *R. T.* or his Heirs as aforesaid; the said last recited assurance to be made, with warranty only, as is before recited in the said Conveyance of the said 4th part. In Witness whereof, the said Parties to these Present Indentures Interchangeably have set their Seals, given the day and year first above written.

Habend.

Covenants.

A Sale of Corn.

THis Indenture *&c.* between *C. D.* of *S.* in the County of *N.* Esq; and *W. G.* of *&c.* in the name, and as lawfully hereunto authorized by the said *C. D.* on the one party and *P. S.* of *&c.* on the other party, Witnesseth, That the said *C.* and *W.* for the consideration ensuing have by these Presents, bargained and sold unto the said *P. S.* 24 Last of Wheat, good, sweet, Merchantable, and with the best and not taled or branded, at the price of 12 l. of every Last thereof; All which 24 Lasts of Wheat, of the goodness aforesaid, the said *C. D.* and *W. G.* for them and every of them, covenanteth *&c.* to and with the said *&c.* That they the said *C.* and *W.* their Executors, Administrators, or Assigns, shall deliver or cause to be delivered unto the said *P.* his Executors, Administrators, or Assigns, before the last day of this present month of *A.* at *A.* in the parts of *B.* wind and weather thereunto serving, before the said last

day of this preſent month of *A.* frank and free of all charges, cuſtome, licence, and other duties whatſoever, and clear of all arreſts, detainings, loſſes, troubles, and all other Incumbrances whatſoever, that might happen becauſe of the ſaid lading or tranſporting out of the ſame: And thereof to ſave the ſaid *P.* his Executors, Adminiſtrators, Aſſigns, and Goods, and every of them harmleſs, the duties or Cuſtom at *A.* in *B.* aforeſaid, there due for the ſaid Wheat, alwayes excepted. **In conſideration whereof,** the ſaid *P. S.* for him *&c.* doth covenant, to and with the ſaid *&c.* That he the ſaid *P.* his Heirs, Executors, or Aſſigns, ſhall and will truly pay, or cauſe to be paid, to the ſaid *&c.* at the Shop *&c.* the ſum of 288 l. of *&c.* in manner *&c.* viz. in hand at the Enſealing and Delivery of theſe preſents, 100 l. thereof which the ſaid *W.* acknowledgeth by theſe preſents accordingly to have received, and in the laſt day of this preſent month of *A.* 100 l. more thereof, the 24 Laſts of Wheat being laden and ready to be conveyed as above, and the reſt being 88 l. within ſix dayes next after true certificate, or other Letter given at the delivery of the ſaid 24 Laſts of Wheat at *A.* aforeſaid. **And,** the ſaid *C.* and *W.* for themſelves, *&c.* covenant *&c.* That if any Prohibition or other Let or Reſtraint ſhall at any time hereafter happen, whereby the ſaid 24 Laſts of Wheat cannot proceed and be tranſported into the ſaid parts beyond the Seas, or that the ſaid Wheat being out of this Realm, ſhall be by force of Wind or Weather driven into this Realm of E. and Dominions thereof, and thereupon be reſtrained, or otherwiſe letted from proceeding in the ſaid Voyage, that then and in every ſuch caſe the ſaid *C.* and *W.* or one of them, or the Executors, *&c.* ſhall take all the ſaid Wheat again, and within one month next enſuing the ſaid Prohibition, Reſtraint, or Let made, ſhall reſtore unto the ſaid *P.* his Executors, Adminiſtrators, or Aſſigns, at the Shop *&c.* all the money which the ſaid *C.* and *W.* or either of them, or the Executors *&c.* ſhall have received for the ſaid Wheat. **And finally,** the ſaid *W. G.* for him *&c.* covenanteth *&c.* That the ſaid *C. D.* his Executors and Adminiſtrators, ſhall and will ratifie theſe preſents, and that he the ſaid *C.* his Executors and Adminiſtrators ſhall before the end of this preſent month of *A.* Enſeal, Subſcribe, and Deliver as his or their lawful Deed, to the uſe of the ſaid *P.* his Executors or Adminiſtrators, as well the Counter-part of theſe preſents already ſealed and delivered by the ſaid *W.*; as alſo one Obligation of the penalty of 300 l. of *&c.* for performance hereof likewiſe already ſealed and delivered by the ſaid *W.* **In Witneſs,** *&c.*

A Bargain and Sale of Pelts, where the Vendees during the continuance of the Bargain are to have 20 *s. before-hand.*

THis Indenture &c. between *A B* on the one party, and *C. D.* on the other party, Witneſſeth; That for the conſideration hereafter expreſſed in theſe Preſents the ſaid *A. B.* hath bargained, and ſold, and by theſe preſents doth bargain and ſell to the ſaid *C. D.* all and ſingular ſuch Pelts and Skins of Sheep and Lambs as the ſaid *A. B.* and his Servant, or any other for him, ſhall make ſlaughter of between the day of the date hereof, and the firſt day of *N.* now next coming. And, it is agreed between the ſaid parties, That the ſaid *W. E.* in form following, ſhall, pay and allow to the ſaid *W. W.* for every dozen of Pelts called Summer Pelts, 22 *s.* of *&c.* and for every dozen of Sheep-skins called Shearlings, to be delivered before the firſt day of *A.* next coming ſix ſhillings of *&c.* And for every dozen of the ſame Sheep-skins called Shearlings, to be delivered after the firſt day of *N.* until &c. ten ſhillings of *&c.* And, the ſaid *W. W.* for him *&c.* covenanteth *&c.* That he the ſaid *W. W.* or ſome of his Servants ſhall weekly, and from time to time from henceforth deliver unto the ſaid *W. E.* and to his Servants, all the ſaid Pelts and Skins, as the ſaid *W. E.* or his Servants ſhall call for the ſame, at the now dwelling-houſe of the ſaid *W. W.* And that the ſaid Skins and Pelts from time to time, ſhall be well and workman-like fleyn: for and in conſideration whereof the ſaid *W. E.* for him and his Executors doth covenant and promiſe, to and with the ſaid *W.* and his Executors by theſe preſents, That he the ſaid *W. E.* ſhall and will before *&c.* next *&c.* content and pay to the ſaid *W. W.* the ſum of 40 l. of *&c.* in part of payment, of and for the ſaid Skins and Pelts to be delivered as aforeſaid; and that ſo ſoon as the ſaid *W. W.* ſhall have delivered to the ſaid *W. E.* in form aforeſaid, ſo many of the ſaid Pelts and Skins as ſhall amount to the ſaid Sum of 40 l; That then the ſaid *W.* ſhall pay 20 l. more of like money as aforeſaid, before-hand to the ſaid *W.* in part of payment of ſuch of the ſaid Skins and Pelts as thereafter are to him to be delivered; And ſo from time to time thereafter, ſo ſoon as ſuch money before-hand to be paid by the ſaid *W. E.* ſhall be to him ſatisfied, by ſuch Skins and Pelts to him to be delivered by the ſaid *VV. VV.* as aforeſaid, the ſaid *VV. E.* alwayes to pay to the ſame *VV. VV.* 20 l. before-hand, ſo long as 20 l.'s worth of the ſaid Skins and Pelts ſhall be behind, to be delivered to the ſaid *VV. E.* by force of the Bargain between him and the ſaid *W. W.* made and expreſſed in theſe preſent: In Witneſs, *&c.*

A Bargain and Sale by a Merchant of part of his Adventure in a Ship to B.

THis Indenture, &c. between *A. R.* on the one party, and *B. P.* &c. on the other party, Witnesseth, That whereas the said *A.* is amongst other interested in a good Ship of *L.* called the *M.* and of all her Tackle, Munition, Provisions, Merchandizes, and Adventures, in her present Voyage, to go and return from the Country of *B.* under the Government of the *Portugals*, and of all and every the Goods and Merchandizes, wherewith God shall send her to return, after the rate and value of 70 l. of &c. which the said *A.* for his part hath put into the Stock made among the Adventurers in the said Voyage, for the full providing thereunto, and executing and finishing the same. Now, in consideration of 20 l. of &c. which the said *B.* hath at the ensealing hereof paid to the said *A.* whereof &c. he the said *A.* hath given, granted, bargained, sold, and put over, and by these presents doth &c. to the said *B.* to the only use of the said *B.* his Executors and Assigns, the sum of 20 l. of &c. parcel of the said 70 l. and all and whatsoever that is or shall come or grow only, of and for the said 20 l. or of the Adventure of the same, and of all and every the Premisses. And also, The said *A.* doth grant and put over to the said *B.* his Executors and Assigns, all his Interest, Right, and Title, in and to the said Ship, Tackle, Munition, Provisions, Merchandizes, and Adventures aforesaid, and to all to come and arise thereof, as far as to the rate of the said sum of 20 l. shall extend. In Witness, &c.

Bargain.

A Bargain and Sale of a Freehold Estate in Land for term of life.

Recital.

THis Indenture, &c. between *M. L.* &c. and *J. L.* his wife, on the one party; and *J. J.* &c. on the other party, Witnesseth, That whereas *A. L.* &c. natural Mother of the said *M.* by Writing tripartite, bearing date, &c. for, and in consideration of a Marriage then to be had between the said *M.* and *J.* and towards the accomplishment of certain Bonds, Promises, Covenants and Agreements made upon consideration of the said Marriage, and for divers other considerations, as in the said Writing tripartite indented is expressed, hath covenanted and granted to and with *R T.* &c. and *W. H.* &c. their Heirs, Executors and Assigns, That she the said *A.* and all persons that then were seised of and in all those her two Messuages or Tenements, with the Appurtenances, then in the Tenure and Occupation of the said *A.* Scituate and being in *VV.* should stand and be of the same Messuages, Tenements, and Premisses, with their

their Appurtenances, ſeiſed to the uſe of the ſaid *A. L.* for and during her natural life, and after her deceaſe, to the uſe of the ſame *M. L.* and *J.* his wife, for and during the natural lives of the ſaid *M.* and *J.* and of the longer liver of them; and afterwards to ſuch further uſes as in the ſaid Writing tripartite indented, are declared. Now, The ſaid *M. L.* and *J.* his wife, for and in conſideration of the Sum of 300 l. of *&c.* whereof *&c.* hath given, granted, aliened, bargained, and ſold, and by *&c.* to the ſaid *J. J.* and his Aſſigns, all the ſaid two Meſſuages and Tenements, with their Appurtenances, and all other the Premiſſes, and the ſaid Writing Indented, and all the Eſtate, Right, Title, Intereſt, and Demand whatſoever, which the ſaid *M. L.* and *J.* his wife, or either of them hath or ought to have, to, of, and in, the ſaid 2 Meſſuages and Tenements, and other the Premiſſes, with their Appurtenances, or any part or parcel thereof: To have and to hold, the ſame 2 Meſſuages and Tenements, with the Appurtenances, and all and ſingular other the premiſſes, to the ſaid *J.* and his Heirs, immediately from the day of the date of theſe preſents for and during all the terms of the natural lives of the ſaid *M.* and *J.* his wife, and of the life of the longer liver of them. And, the ſaid *M.* for himſelf and for the ſaid *J.* his wife, his Executors and Adminiſtrators, doth covenant, *&c.* in form *&c.* That the ſaid 2 Meſſuages, and all other the Premiſſes are, and from henceforth, during the lives of the ſaid *M.* and *J.* and the life of the longer liver of them, ſhall abide and continue to the ſaid *J.* and his Aſſigns, clear and free diſcharged and acquitted of and from all and every former Grants, Charges, and Incumbrances, whatſoever, before the enſealing, knowledging and enrolling of theſe Preſents had, made, done, or agreed unto; or to be had, *&c.* by the ſaid *M.* and *J.* or either of them. In Witneſs, *&c.*

Bargain and Sale.

In this Habend. the word [Heirs] *good to be uſed, to prevent an Occupancy.*

A diſcharge of incumbrances.

A Bargain and Sale of Land; where notwithſtanding it is provided, That if the Vendor do pay the Vendee a certain ſum of money within 10 years, and a yearly Rent for the Premiſſes he ſhall occupy, the Sale ſhall be void, with a Covenant to levy a Fine.

THis Indenture, *&c.* between *J. K.* of *N. &c.* on the one part, and *A. R. &c.* on the other part, Witneſſeth, That the ſaid *J. K.* for and in conſideration of the ſum of 400 l. of *&c.* whereof, *&c.* And thereof, *&c.* hath given, granted, bargained, and ſold, and by theſe preſents doth give, grant, bargain and ſell to the ſaid *A. R.* and his Heirs for ever, all that the Capital Meſſuage or Inn, commonly called the *H.* or White *H.* with its Appurtenances, and all Chambers, Halls, Buildings, Houſes, Barns, Stables, Orchards, Dove-houſes, Lands, Meadows, Feedings, Paſtures, and Hereditaments thereunto belonging, lying and being within the Town *N. &c.* And the Reverſion and Reverſions of all and ſingular other Fields of the Premiſſes, and all and ſingular other Lands, Tenements, Rents,

Conſideration.

Bargain

Reverſion, &c.

Reverſions and Hereditaments, with their Appurtenances, whatſoever which the ſaid *J. K.* hath, or ought to have within the Town, Pariſh, or Fields of *N.* aforeſaid, and *C.* &c. and all and ſingular Deeds, Evidences, Charters, and Writings concerning the Premiſſes, or any part or parcel thereof, ſo many of which ſaid Deeds &c. as the ſaid *J. K.* now hath or can come by, he hath at the Enſealing of theſe preſents delivered to the ſaid *A. R.* and the reſidue doth promiſe to deliver to the ſaid *A.* and his Heirs, as they, or any of them ſhall come to the hands of the ſaid *J. K.* or by him or his Heirs may be had or gotten without Suit in the Law. *To have, hold, and enjoy*, all and ſingular the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, and all and every other the Premiſſes, with their Appurtenances, to the ſaid *A. R.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *A. R.* and of his Heirs and Aſſigns for ever. And, the ſaid *J. K.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth Covenant and Grant, to and with the ſaid *A. R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following; that is to ſay, That he the ſaid *J. K.* and *A.* his wife, on this ſide, and before the 4th. day of *F.* now next coming, at the coſts and charges in the Law of the ſaid *A.* ſhall knowledge one Fine, and *Sur Conuſans de droit come ceo, &c.* of all and ſingular the Meſſuages and other the Premiſſes, to the ſame *A. R.* and his Heirs, before the Juſtices of the Common Bench at *Weſtminſter*, with Proclamations according to the form of the Statute in that Caſe made and provided by the name of 4 Meſſuages, 4 Cottages, 8 Gardens, 5 Acres of Land, 5 Acres of Paſture, 2 Acres of Meadow, 2 Acres of Wood, and 40 s. Rent, with the Appurtenances in *N.* upon *T.* and *C.* in the ſaid County of *N.* and by the ſaid Fine ſhall knowledge all the ſaid Tenements and Rent, with their Appurtenances, to be the right of the ſaid *A. R.* as thoſe which the ſaid *N.* then ſhall have of the Gift of the ſaid *J.* and *A.* and ſo further, according to the uſual manner of Fines; And that now, knowledging and enrolling of theſe preſents, and the Recording and Engroſſing of the ſaid Fine; the ſaid *J. K.* and *A.* or ſome other perſon or perſons to their uſe, are and ſhall be plainly and lawfully ſeiſed of, and in all the ſaid Meſſuages and other the Premiſſes, by theſe preſents, above bargained and ſold to the uſe and behoof of the ſaid *J. K.* and *A.* his wife, and of the Heirs of their two bodies between them two lawfully begotten; and for lack of ſuch Iſſue, to the only uſe and behoof of the right Heirs of the ſaid *J. K* for ever, without any Condition, Mortgage, or any other uſe or uſes whatſoever; and that the ſaid *J. K.* of ſuch Eſtate hath lawful Power and Authory to bargain and ſell the ſaid Meſſuages and other the Premiſſes to the ſaid *A. R.* and his Heirs for ever, according to the Tenor and Purport of theſe Preſents. And, That the ſaid Meſſuages and Premiſſes, and every part and parcel thereof, now be and at all times hereafter ſhall be diſcharged or ſaved harmleſs to the ſaid *A.* his Heirs and Aſſigns, by the ſaid *J.* his Heirs, Executors, and Adminiſtrators, of and from all and ſingular former Bargains, Eſtates, Rights, Conditions, Grants, Leaſes, Titles, Entails, and Incumbrances whatſoever, (one

Lease

Deeds.

Habend.

To acknowledge a Fine.

Lawfully ſeiſed

Diſcharged of Incumbrances.

Leaſe made of a parcel of the Premiſſes to the ſaid *A.B.* which ſhall expire, &c. and one other Leaſe &c. and one yearly Rent-charge at 40 s. yearly iſſuing out of the Premiſſes, and the chief Rents and Services hereafter to grow due to the chief Lords of the Fee of the Premiſſes, only excepted and fore-priſed. *Exceptions.*

And further, That he the ſaid *J. K.* and *A.* his wife, and their Heirs, and the Heirs of the ſaid *J.* from time to time upon every reaſonable requeſt of the ſaid *A. R.* or his Heirs, and at his and their coſts and charges in the Law at all times within 7 years next enſuing the date of theſe preſents, ſhall, and will, do, make and knowledge all, and every ſuch lawful and reaſonable act and acts, thing and things, in the Law, for the further aſſurance, ſurety, and ſure making of all the ſaid Meſſuage and Premiſſes, to be had, and made ſure to the ſaid *A. R.* and his Heirs for ever, to and for the only uſe and behoof of the ſaid *A* R. and of his Heirs and Aſſigns for ever, be it by Fine or Feoffment, Deed or Deeds Incolled, Recovery, Releaſe, with warranty againſt all men, or otherwiſe without warranty, as by the ſaid *A.* R. his Heirs and Aſſigns, or his or their learned Councel ſhall be lawfully and reaſonably deviſed or adviſed. *To make further aſſurance.*

Provided alwayes, and it is eſpecially conditioned, concluded, and agreed, by and between the ſaid parties to theſe preſents, for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, That if the ſaid *J. K.* and *A.* his wife, and the Survivor of them and their Heirs, Executors or Adminiſtrators, or the Heirs, Executors or Adminiſtrators, of the ſaid *J. K.* from time to time, and at all times, during ſuch time as they or any of them ſhall occupy the Premiſſes, or any part thereof, by any Leaſe to be thereof made to the ſaid *J.* and *A.* or either of them by the ſaid *A.* R. do as well keep and maintain all and ſingular the Premiſſes in good and ſufficient reparations, and pay the yearly Rent therefore to be reſerved by the ſaid Leaſe, according to the tenor and true meaning. As alſo do well and truly content and pay, or cauſe &c. to the ſaid *A* his Executors, or Adminiſtrators, or to his or their lawful Attorney, the Sum of 300 l. of &c. at one entire payment, at the now dwelling houſe of the ſaid &c. Scituate &c. Or if he be not there then dwelling, that then at ſuch other houſe, where he ſhall fortune to dwell within the ſame City, or the Suburbs thereof, at any time within the ſpace of 10 years next enſuing from the date of theſe preſents, upon any 26 day of *A.* or 26 day of *J.* between the hours of &c. in the afternoon of any of the ſame dayes; That then and from thenceforth it ſhall and may be lawful, to and for the ſaid *J.* and his Heirs and Aſſigns, into all and ſingular the Premiſſes to re-enter, and the ſame to have again and hold, as in his or their former Eſtate, theſe Preſents, or or any other aſſurance or conveyance thereof, or of any part thereof made, or hereafter in the mean time to be made, to the contrary in any wiſe notwithſtanding. *Proviſo for redemption &c.*

And, that then and from thenceforth, the ſaid Fine to be knowledged by the ſaid *J. K.* and *A.* his wife, of the Premiſſes, in form aforeſaid, and all other Conveyances and Aſſurances in the mean time thereof made or to be made to the ſaid *A.* his Heirs and Aſſigns, ſhall be and enure to the only uſe of the ſaid *J. K.* and *A.* his wife, and of the *After the money paid the Fine to be to the uſe of the Grantor.*

Heirs and Aſſigns of the ſaid *J. K.* for ever. And that then and from thenceforth the ſaid *A. R.* his Heirs and Aſſigns, and all and every other perſon and perſons which ſhall fortune to be ſeiſed of or in the Premiſſes or any part thereof, by or under the Eſtate of the ſaid *A. R.* ſhall thereof, and of every part thereof, ſtand and be ſeiſed to the only uſe and behoof of the ſaid *J. K.* and *A.* and of the Heirs and Aſſigns of the ſaid *J.* for ever, and to none other uſe or uſes whatſoever. And, the ſaid *J. K.* doth for &c. covenant to and with the ſaid *A. R.* his Heirs, Executors and Aſſigns, &c. Provided allwayes, the Premiſſes notwithſtanding. That if the ſaid *J. K.* and *A.* his wife, their Heirs, Executors, and Adminiſtrators, do not in all points well and faithfully perform & fulfil the ſaid condition, concluſion, and agreement in theſe preſents laſt above ſpecified, according to the tenor and true meaning thereof; That then, and at all times for ever after, any default made in performance or fulfilling thereof, or of any part thereof, on the part and behalf of the ſaid *J. K.* and *A.* his wife, or of their Heirs, Executors or Adminiſtrators, theſe Indentures and the Fine firſt above ſpecified, and all other aſſurances above mentioned, ſhall be and enure to the only and proper Uſe and Behoof of the ſaid *A. R.* and of his Heirs and Aſſigns for ever, and to none other Uſe or Uſes, Intent or Purpoſe whatſoever, abſolutely without any manner of Condition or Mortgage; Any thing whatſoever above in theſe preſents ſpecified or expreſſed, to the contrary in any wiſe notwithſtanding. And the ſaid *A. R.* covenanteth &c. with the ſaid *J.* and *A.* his wife, and the Heirs, Executors, and Adminiſtrators of the ſaid *J.* That at and upon every payment of the yearly Rent to be reſerved in the ſaid Leaſe to be made of the Premiſſes by the ſaid *A. R.* to the ſaid *J.* and *A.* as aforeſaid, the ſaid *A. R.* his Heirs, and Aſſigns, ſhall ſeal and deliver to the Uſe of the ſaid *J.* and *A.* and of their Executors, to ſuch perſon or perſons as ſhall make payment of the ſame Rent, a lawful and ſufficient ſeveral Acquittance therefore from time to time: And that when it ſhall fortune the ſaid *J. K.* and *A.* or the Heirs, Executors, or Aſſigns of the ſaid *J. K.* to content and pay, or cauſe &c. to the ſaid *A.* his Heirs, Executors, or Adminiſtrators, or to his or their lawful Deputy or Attorney, the ſaid Sum of 300 l. of &c. at any of the dayes above named in theſe preſents, for the payment thereof, in manner and form afore ſpecified, and within the ſaid term of 10 years, having then alſo duly performed the reſidue of the ſaid condition, concluſion, and agreement aforeſaid; That then upon the receipt thereof, the ſaid *A.* his Heirs, Executors or Adminiſtrators, ſhall and will as well ſeal and deliver to the ſaid *J.* and *A.* or to the Heirs, Executors, or Adminiſtrators of the ſaid *J.* or to their uſe, to ſuch perſon or perſons as ſhall pay the ſaid 300 l. a lawful and ſufficient Acquittance and diſcharge for the ſame: As alſo then and thereupon, or at any time after upon reaſonable requeſt, ſhall and will not only well and ſafely re-deliver to the ſaid *J.* and *A.* or to the Heirs, Executors, or Adminiſtrators of the ſaid *J.* whole and uncancelled all ſuch Deeds, Evidences, and Writings, concerning the Premiſſes, or any part thereof, as the ſaid *A.* his Heirs or Executors, ſhall before that time have had, or received, of or from the ſaid *J. K.* Together with that

The Grantor Covenants to pay the rent & money according to the Proviſo.

If he make default, the Fine to be to the uſe of Grantee and his Heirs abſolutely.

To give an Acquittance upon every receipt of Rent.

And upon payment of the principal money to reconvey and deliver up the writings.

that part of theſe Preſents, ſealed by the ſaid *J. K.* But alſo ſhall upon like requeſt, and at the coſts and charges of the ſaid *J. K.* his Heirs and Aſſigns, do and make all ſuch Act and Acts, Thing and Things, for the extinguiſhment and releaſe of his and their Right, Eſtate, and Title, in and to all and ſingular the Premiſſes, with Warranty againſt the ſaid *A. R.* and his Heirs, as by the ſaid *J.* or his Heirs, ſhall be reaſonably deviſed or adviſed, and required at any time, within the ſpace of one year next after payment of the ſaid Sum of 300 l. in form aforeſaid. In Witneſs, &c.

A Bargain and Sale of Land, both Free-hold and Copy-hold with liberty, that if the Vendee diſlike the Purchaſe by a day, then the Vendor to repay the Vendee his money; and, if he like, then to pay more money.

This Indenture &c. between *R. W.* &c. Parſon of the Pariſh Church of &c. on the one part, and *W. B.* and *K.* his wife, on the other part, Witneſſeth, That the ſaid *R. W.* for and in conſideration of the Sum of 30 l. of &c. paid by the ſaid *W.* &c. whereof &c. and thereof, and therefore &c. hath given, granted, bargained, and ſold, and by &c. to the ſaid *W.* and *K.* his Wife, all that Meſſuage or Tenement and 4 Shops, with the Appurtenances, now or late in the ſeveral Tenures or Occupations of &c. ſcituate &c. in the Pariſh &c. And alſo the Reverſion and Reverſions of all and ſingular the Premiſſes, and all the Eſtate, Right, Title, and Intereſt of the ſaid *R. W.* of, in, and to the ſame Premiſſes, and every part and parcel thereof: And all and ſingular Deeds, Charters, Evidences, and Writings, touching or concerning the Premiſſes only, or only any part thereof. As many of which ſaid Deeds &c. as the ſaid R. now hath, or any other perſon or perſons, by his conſent or delivery have, or which the ſaid R. without Suit in Law can or may lawfully get or come by; he the ſaid R. for him, his Heirs and Executors, doth covenant and promiſe by theſe Preſents, well and ſafe, and uncancelled, to deliver, or cauſe &c. to the ſaid *W.* and *K.* his Wife, their Executors or Aſſigns, at the new Manſion houſe of the ſaid *W. B.* Scituate &c. at or on this ſide the 10 day of *N.* next coming. To have and to hold, the ſaid Meſſuage and 4 Shops aforeſaid, and all other the Premiſſes, with their Appurtenances, to the ſaid *W. B.* and K. his Wife, and to the Heirs and Aſſigns of the ſaid *W. B.* for ever, to and for the only uſe and behoof of the ſaid *W.* and K. his Wife, and of the Heirs and Aſſigns of the ſaid *W. B.* for ever. And, the ſaid *R. W.* for him, his Heirs, Executors, and Adminiſtrators, covenanteth &c. to and with the ſaid *W. B.* and K. his Wife, and the Heirs, Executors, and Adminiſtrators of the ſaid *W. B.* and every of them in manner &c. that &c. That he the ſaid *R. W.* now is the true ſole lawful and rightful

Bargain and Sale.

Deeds.

Habend.

The Vendor lawful Owner in poſſeſſion, or in reverſion expectant upon determination of a Leaſe.

rightful Owner and lawfully and rightfully ſole ſeized of all and ſingular the above-bargained Premiſſes, of a good, perfect, and pure Eſtate in Fee-ſimple, in poſſeſſion or in Reverſion, immediately expectant upon determination of Leaſe or Leaſes, for term or terms of years, which ſhall expire within 3 years now next enſuing; And of ſuch Eſtate hath good and lawful Power, Right, Title, and Authority, to bargain, ſell, and aſſure all and ſingular the Premiſſes to the ſaid *W.* and K. and the Heirs and Aſſigns of the ſaid *W.* in form aforeſaid; And that all and ſingular the ſame Premiſſes now are, and from henceforth ſhall abide and continue to the ſaid *W.* and K. and the Heirs and Aſſigns of the ſaid *W.* clearly and freely diſcharged and acquitted, or otherwiſe at all times by the ſaid *R. W.* his Heirs or Executors ſaved harmleſs, of and from all and ſingular former Bargaines, Sales, Gifts, Grants, Leaſes, Eſtates, Rights, Titles, Charges, and Incumbrances whatſoever, had, made, done, or procured, or in any wiſe conſented or agreed unto, by the ſaid *R.* or by any other for him, by his means or procurement; (One Leaſe heretofore made of a parcel of the Premiſſes, to one *R. C.* which ſhall not endure above two years now next enſuing, and one Annuity or yearly Rent of 5 l. yearly iſſuing and payable out of the Premiſſes to *P.* now the Wife of one *J. B.* for and during the term of the life of the ſame *P.* and the chief Rents and Services hereafter to be paid and done to the chief Lords of the Fees of the Premiſſes, in reſpect of their Seigniories, only except and fore-priſed) And, The ſaid *R.* and *W.* covenanteth &c. That whereas the ſaid *R. W.* now hath and holdeth to him and his Heirs, one Garden-Plat being Copy-hold, adjoyning to the Meſſuages, and 4 Shops aforeſaid; That he the ſaid *R. W.* at the next Court to be holden at the Mannor of little *M.* in the ſaid County &c. whereof the ſaid Garden Plot is holden, will either purchaſe and obtain the ſame of the Lord of the ſaid Mannor in Fee ſimple, and ſo then of ſuch Eſtate for the conſideration aboveſaid, convey and aſſure the ſame to the ſaid *W.* and K. and the Heirs of the ſaid *W.* Or elſe at the ſame Court ſhall ſurrender the ſame Garden-Plot, according to the cuſtome of the ſaid Mannor, into the hands of the Lord by his Steward, for and to the uſe of the ſaid *W.* and K. his Wife, and the heirs of the ſaid *W. B.* without delay, fraud, or covin. The Fine for the Surrender, and the charges of Conveyance and Aſſurance of the ſaid Garden Plot, now being Copy-hold from the ſaid *R.* to the ſaid *W.* and K. and the Heirs of the ſaid *W.* to be at the charges of the ſame *R.* Nevertheleſs, The ſaid *W. B.* the Premiſſes notwithſtanding, and the ſaid *R. W.* have agreed together for themſelves, their Heirs and Aſſigns. And, The ſaid *R.* covenanteth &c. to and with the ſaid *W. B.* his &c. That if the ſaid *W. B.* at any time within the ſpace of 2 years next &c. ſhall diſlike the Purchaſe of the ſaid Meſſuage, and other the Premiſſes, and thereof ſhall give notice to the ſaid *R.* of ſuch diſliking by writing, to be delivered, to the ſame *R.* That then he the ſaid *R.* his Heirs, Executors, or Adminiſtrators, within 3 months next after ſuch notice given of ſuch diſliking as aforeſaid, ſhall well and truly pay, or cauſe to be paid unto the ſaid *W. B.* and *K.* his Wife, for the re-purchaſe of the Premiſſes, and in conſideration

Authority to ſell &c.

To diſcharge of Incumbrances.

Exceptions &c.

The Vendor to make Eſtate of Copy-hold-Land.

The Vendor to be at the charges of the Fine for the Surrender.

If the Vendee diſlike, then to give warning to the Vendor thereof, and the Vendor to repay him his money.

Nota, *the beſt way in this aſſurance is, that it may be made upon condition, if the warning*

ration of a good and reaſonable aſſurance thereof to be made from them and their Heirs, to the ſaid *R.* and his Heirs, the Sum of 30 l. of &c. at the ſaid dwelling houſe &c. without any fraud, or covin. **Provided allwayes**, That if the ſaid *VV.* at any time within the ſaid ſpace of 2 years, next after the date of theſe preſents, ſhall ſignifie to the ſaid *R. W.* that he the ſaid *VV.* then hath an abſolute liking of the Purchaſe aforeſaid, or during the ſpace of the ſame 2 years, ſhall not give any notice of diſliking with the ſame Purchaſe unto the ſaid *R. VV.* Then, the ſaid *VV. B.* for him, his Heirs, Executors and Adminiſtrators, and every of them, covenanteth and granteth to him and them, and by theſe preſents, firmly bindeth to the ſaid R. his Executors, and Adminiſtrators, well and truly to pay to the ſaid R. his Executors and Adminiſtrators, for the clear purchaſe of the Premiſſes, the Sum of 15 l. of lawful &c. over and beſides the ſaid 30 l. already paid, within 10 dayes next after ſuch ſignification given of ſuch abſolute liking as aforeſaid: Or if no notice of ſuch diſliking of the ſaid Purchaſe be given during the 2 years aforeſaid, then to pay the ſaid 15 l. within 10 days next after the expiration of the ſame 2 years, without fraud or covin. **Provided moreover**, That after ſignification given of abſolute liking of the ſaid Purchaſe as aforeſaid, the liberty of diſliking therewith given as aboveſaid, ſhall be utterly annihilated, and clearly determined; any thing aboveſaid to the contrary notwithſtanding. **And**, The ſaid *R.* covenanteth with the ſaid *VV. B.* &c. That if the ſaid *VV.* ſhall be minded to retain the Purchaſe of the Premiſſes, that then at all times, during other 2 years, next after the end of the former 2 years given for liberty of liking and diſliking, or next to enſue from the time wherein the ſaid *VV.* ſhall ſignifie his abſolute liking of the ſaid Purchaſe, the ſaid *R.* and his Heirs, and all and every other perſon or perſons, having or which ſhall lawfully have, or claim to have any Eſtate, Right, Title, or Intereſt, in or to the Premiſſes, or any part thereof, by or from the ſaid R. *VV.* (except only as is before excepted) at and upon every reaſonable requeſt to be made to the ſaid R. or his Heirs, and at the coſts and charges of the ſaid *W.* his Heirs, Executors, or Adminiſtrators, ſhall and will do, make, knowledge, and ſuffer, or cauſe &c. all and ſingular ſuch act or acts, thing or things, in Law, for the further and better aſſurance, ſurety and ſure making of all and ſingular the Premiſſes to be h d and made ſure to the ſaid *W. B.* and K. and to the Heirs and Aſſigns of the ſaid *VV.* for ever, as by the ſaid *VV.* and K. and the Heirs and Aſſigns of the ſaid *VV.* or any of their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed, or adviſed either without Warranty, or with Warranty of the ſaid R. and his Heirs, and ſuch as ſhall make any of the ſaid Aſſurances, only againſt themſelves, and their Heirs. **And**, The ſaid *VV. B* covenanteth &c. That the ſaid *VV.* and K. his Wife, and the Heirs and Aſſigns of the ſaid *VV.* ſhall agree and ſuffer, that the ſaid R. and his Aſſigns, may have and receive the yearly Rent of the Premiſſes, until the 1 day of *A.* which ſhall be &c. If in the mean

time

be given, and money repaid at the day; and ſo there needeth no re aſſurance; but the Seller is in the condition of his firſt Eſtate which is moſt reaſonable.

If the Vendee before a day, ſhall ſignifie his liking of the Premiſſes, or before the ſame day ſignifie not his diſliking then to pay a further ſum of money.

Condition of liking, ſignified the liberty of diſliking, ſhall then after be void.

For further aſſurance, in caſe of liking of the Purchaſe.

The Vendor to receive the rent till &c. if the Vendee in the mean time do not ſignifie his liking of the Purchaſe.

time, the said *W.* shall not signifie to the said R. or his Heirs, of the absolute liking with the Purchase aforesaid. *In Witness, &c.*

A Bargain and Assignment of whatsoever benefit growing to one, by means of Administration, and the Vendee is to save harmless the Vendor of whatsoever he may be charged with as Administrator.

THis Indenture, *&c* between *J. H.* of *&c.* and K. his Wife, Daughter to *N. E.* late deceased, and Sister to *N. E.* also deceased, which *J.* and K. are, or one of them is, Administrator or Administrators of the Goods and Chattels which were of the said *N* and *N.* on the one part, and *W. B.* and R. *B.* on the other part: Witnesseth, That the said *J.* and K. for and in consideration of a certain Sum of money to them to be paid by Obligation, have given, granted, confirmed, remised, released, bargained, sold, assigned, and set over, and by these presents doth &c. unto the said *W.* and *R.* all their Estate, Right, Title, Interest, Term of years and Demands, Leases, Debts, Goods, and Chattels whatsoever, which the said *J.* and K. his wife, or either of them, their Executors or Administrators have, or at any time hereafter may, might, or ought to have, or at any time heretofore had, since the death or deaths of the said *N.* or *N.* belonging to her the said K. and to the said *J.* or either of them; or that they or either of them, might or ought to have, either by the last Will and Testament of the said *N.* her Father, or by the death of the said *N.* her Brother, or by any Letter or Letters of Administration to her and the said *J.* or either of them committed, of the Goods of the said *N.* and *N.* or either of them; To have, hold, and enjoy, all the Premisses, and all the said Interests, Terms, Estates, Title, Claim, and Demand of the said *J.* and K. to the same, to the said *W.* and R. their Executors, Administrators, and Assigns, for their own uses for ever. *Tenend.*

And, The said *J. H.* for him, his Executors, *&c.* doth covenant *&c.* in form *&c. viz.* That all and singular the Premisses, now are, and from henceforth shall stand and abide clearly and freely discharged and saved harmless, of and from all and singular former, Bargains, Sales, Leases, Grants, and Incumbrances whatsoever, had, made, done, or procured, by the said *J.* and K. his Wife, or either of them. *Covenant to discharge of Incumbrances.*

And that they the said *J.* and K. and either of them at all times during years next ensuing *&c.* at and upon every reasonable request, or within convenient time after such request, at the costs and charges in the Law of the said *W. &c.* shall and will make, do, knowledge and suffer or cause &c. all and every such further act and acts, thing and things, in the Law, as by the said *W.* and R. or either of them, or the Administrators or Assigns of either of them, or any of their Councel learned in the Laws of this Realm, shall be lawfully & reasonably devised or advised, *To make further Assurance.*

for

for the better aſſuring of all and ſingular the Premiſſes, to be had, conveyed, and made ſure from the ſaid *J.* and *K.* to the ſaid *W. R.* their Executors, Adminiſtrators, and Aſſigns, for their own uſe for ever. And further, That the ſaid *J.* and *K.* and either of them, and the Executors and Adminiſtrators of either of them, at the requeſt, and coſts and charges aforeſaid, ſhall and will juſtifie, and approve all and ſingular lawful Suits whatſoever by the ſaid *W.* and *R.* or either of them, or the Executors or Adminiſtrators of either of them, to be brought or proſecuted in the name or names of the ſaid *J.* and *K.* or either of them, or of the Executors or Adminiſtrators of either of them, for any cauſe or cauſes whatſoever, as Adminiſtrator or Adminiſtratrix of the ſaid *N.* or *N.* being not compelled to travel for the juſtifying of the ſame. And that the benefit and advantages, of and in all and ſingular Recoveries in any ſuch Suit or Suits to be had, taken, and enjoyed to the ſaid *W.* and *R.* and their Executors and Adminiſtrators, for their own uſe without any account thereof to be given to the ſaid *J.* and *K.* or either of them, or the Executors or Adminiſtrators of either of them. And, The ſaid *W. B.* and *R. B.* do Covenant &c. to and with the ſaid *J. H.* and *K.* his wife, and to and with either of them, to ſave them and either of them harmleſs; or otherwiſe, upon requeſt, to recompence them for all ſuch coſts and damages, as ſhall be taxed or judged, or recovered againſt them, or either of them, by occaſion of any ſuch Suit or Suits. And alſo, The ſaid *W.* and *R.* Covenanteth &c. that they the ſaid *W.* and *R.* their Heirs, Executors, and Adminiſtrators, from time to time, and at all times hereafter, and upon reaſonable requeſts, at their own coſts and charges, ſhall and will ſave and keep harmleſs the ſaid *J.* and *K.* and either of them, and the Heirs, Executors, and Adminiſtrators of either of them, of and from all Actions, Suits, and Demands whatſoever, which ſhall or may happen to be had or brought by any perſon or perſons againſt the ſaid *J.* and *K.* or either of them, upon juſt cauſe, without Fraud or Covin, as the Adminiſtrators, or Adminiſtratrix of the ſaid *N.* or *N.* or againſt the Executors or Adminiſtrators, of the ſaid *J.* and *R.* or either of them, by reaſon of the ſaid Adminiſtrations, or either of them, had or taken by the ſaid *J.* and *K.* or either of them. In Witneſs, *&c.*

To juſtifie Actions, &c.

The Vendees to have benefit of all Actions, &c.

To ſave the Vendors from all damages, by reaſon of ſuch Actions, &c. And of all Actions to be brought againſt them.

A Bargain and Sale of a Moiety of a Ship.

TO all, &c. to whom this preſent Writing indented ſhall come, *M. S.* of &c. ſendeth greeting in our Lord God everlaſting. Know ye, that I the ſaid *M. S.* for and in conſideration of the ſum of 150 l. of &c. whereof &c. have bargained, ſold, given, granted, and confirmed; and by theſe Preſents do &c. unto *R. M.* his Executors, Adminiſtrators, and Aſſigns, all that my Moiety of, and in all that good Ship called the *E.* of *L.* of the Burthen or Portage of 240 Tuns, or thereabouts, now remaining and being upon the River of *T.* And all that my Moiety of, and in all and ſingular the

the Maſts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Guns, Gunpowder, Munition and Shot, and other Inſtruments, Artillery, Longboat, Cock boat, Tack, Apparel, Furniture, and other things whatſoever to the ſaid Ship belonging, or in any wiſe appertaining, uſed, or ſerving; *To have and to hold*, all the ſaid Moiety of and in the ſaid Ship, and the ſaid moiety of, and in all and ſingular the ſaid Maſts, &c. and all other things whatſoever afore ſpecified to the ſaid *R.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof for ever. And, I the ſaid *M. S.* for me, &c. do Covenant &c. in form &c. That I the ſaid *M.* at the time of the Enſealing and Delivery of theſe preſents, am the true, ſole, and only lawful Owner, Poſſeſſor, and Proprietary of the one Moity of the ſaid Ship and of all and ſingular other the Premiſſes, and every parcel thereof. And, That I the ſaid *M.* in mine own right, have full, perfect, good, and lawful power and authority, to give, grant, bargain, ſell, and confirm the ſaid moiety of the ſaid Ship, and the ſaid moiety of all and ſingular other the Premiſſes, to the ſaid *R.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof for ever, according to the tenor and true meaning of theſe preſents. And alſo, That I the ſaid *M.* mine Heirs, Executors, and Adminiſtrators, ſhall, and will from time to time, and at all times hereafter, clearly and lawfully diſcharge, acquit, or otherwiſe ſufficiently ſave harmleſs, as well the ſaid moiety of the ſaid Ship, and of all and ſingular other the Premiſſes, and every part thereof. As alſo, the ſaid *R. M.* his Executors, and Aſſigns, and every of them, of and from all and ſingular former Bargains, Sales, Moleſtations, Gifts, Grants, Titles, and Incumbrances whatſoever, had, made, done or occaſioned, before the Enſealing and Delivery hereof. And further, That he the ſaid *R. M.* his Executors, Adminiſtrators, and Aſſigns, ſhall, or may lawfully from time to time, and at all times hereafter, peaceably and quietly have, hold, diſpoſe, and enjoy the ſaid moiety of the ſaid Ship, and &c. without any Let, Reclaim, Moleſtation, Trouble, or Interruption of me the ſaid *M.* mine Executors, Adminiſtrators, and Aſſigns, or any of us, and without any lawful Let, &c. of any other perſon or perſons whatſoever. And that I the ſaid *M.* mine Executors and Adminiſtrators, ſhall, and will warrant and defend the ſaid moiety of the ſaid Ship, and of all and ſingular other the Premiſſes, and every part thereof, againſt all people, to the ſaid *R. M.* his Executors and Aſſigns for ever, to the uſe aforeſaid, and in manner and form aforeſaid for ever. In Witneſs, &c. to the one part &c.

Habend.

That he is lawfully poſſeſſed, &c.

Power to ſell.

To diſcharge of Incumbrances, And for quiet enjoyment.

A Warranty.

A Bargain and Sale of Land in L. *by the Mother,* (*who hath a Free hold therein for her life,*) *and the Son* (*in whom the Reverſion is after her deceaſe.*)

THis Indenture &c. between *V. L.* of *L.* Widdow, late the Wife of *G. B.* &c. deceaſed, and *R. B.* one of the Sons of the ſaid *G.* on the one party, and *VV. R.* &c. on the other party, Witneſſeth, That whereas *Recital.* the ſaid *V. L.* is, and ſtandeth ſeiſed for the term of her natural life, of and in all that great Meſſuage or Tenement, and Garden, with the Appurtenances, &c. The mediate Reverſion whereof after the death of the ſaid *V.* the ſaid *G. B.* by his laſt Will and Teſtament made in Writing, did wholly deviſe and bequeath unto *G. B.* his Son, and to his Heirs for ever. And whereas the ſaid *G. B.* the younger, hath given, granted, bargained, alienated, ſold, confirmed, and releaſed to the ſaid *R. B.* and to his Heirs for ever, all that the ſaid great Meſſuage, with the Appurtenances, and the and the Reverſion and Reverſions, Remainder and Remainders, preſent and future Eſtate, Right, Title, Uſe, Intereſt, and Demand of the ſaid *G. B.* the younger, of, in, and to the ſaid great Meſſuage, with the Appurtenances, as by one Indenture, bearing date &c. Enrolled in the High-Court of *Chancery* made between the ſaid *G. B.* the younger on the one party, and the ſaid *R. B.* by the name of &c. of the other party, amongſt divers other Covenants and Agreements in the ſaid Indenture, more at large may and will appear. All which ſaid great Meſſuage, with the Appurtenances, ſometimes were parcel of the Poſſeſſions of *M. D.* of *L.* Now *Grant.* the ſaid *V. L.* and *R. B.* for and in conſideration of the Sum of &c. to them before &c. whereof, and wherewith they &c. and thereof and therefore &c. have bargained, ſold, granted, aliened, and confirmed, and by theſe preſents, do clearly and abſolutely bargain, &c. to the ſaid *VV. R.* and to his Heirs for ever, all the ſaid great Meſſuage and Gardens, with the Appurtenances, and all Grounds, Yards, Lights, Shops, Cellars, Sollers, Ware-houſes, Buildings, Eaſements and Commodities whatſoever, to the ſaid great Meſſuage or Tenement belonging or appertaining, or as any part or parcel thereof demiſed, occupied, uſed, reputed, or taken, and all the Eſtate, Right, Title, and Intereſt, Reverſion, Remainder, and Demand of the ſaid *V.* and *R.* and either of them, of, in, and to the Premiſſes, or any part or parcel thereof, except one piece of a Cellar, one, Buttery, one piece of a Compting-houſe, and 3 little Rooms over them, which are parcel of the poſſeſſions of the Pariſh-Church of &c. and now are occupyed with the ſaid great Meſſuage, by virtue of a Leaſe thereof had from the ſaid Pariſh-Church dated, &c. [A Covenant granting the Deeds and Evidences of the Premiſſes] To have and to hold the ſaid *Habend.* great Meſſuage and Garden, with their Appurtenances, and all and ſingular other the Premiſſes, with their Appurtenances, (except before excepted) to the ſaid *W. R.* his Heirs, and Aſſigns, for ever, to the only uſe and behoof

behoof of the ſaid *W. R.* and of his Heirs and Aſſigns for ever. And the ſaid *V.* for her ſelf, &c. Covenanteth, &c. That ſhe the ſaid *V.* is lawfully ſole ſeiſed of the ſaid great Meſſuage and Garden, with the Appurtenances, of a good and lawful Eſtate of Freehold for the term of her life. And that the ſaid Meſſuage and Garden, with the Appurtenances, are and from henceforth ſhall ſtand and continue clearly diſcharged and acquitted, or upon reaſonable requeſt and notice thereof given, ſufficiently ſaved harmleſs by the ſaid *V.* her Executors or Adminiſtrators, of and from all and ſingular former Bargains, Sales, Leaſes, Grants, Eſtates, Titles, Charges or Incumbrances whatſoever, had, made cauſed, or agreed unto by the ſaid *V.* or any other for her means, conſent, or procurement. And alſo, That for the better aſſurance of all and ſingular the Premiſſes, with their Appurtenances, to be had and made ſure to the ſaid *W.* his Heirs and Aſſigns, for the only uſe of the ſaid *W.* and of his Heirs and Aſſigns for ever: She the ſaid *V.* at the reaſonable requeſt and charges in the Law of the ſaid *W.* his Heirs, Executors, or Aſſigns, ſhall joyn with the ſaid *R. B.* and any others in a Fine to be levied in due form of Law to the ſaid *W.* and his Heirs, of all and ſingular the Premiſſes, according to the uſual manner of Fines. Provided allwayes, That the Warranty to be made in the ſaid Fine by the ſaid *V.* be ſolely of her ſelf, and only againſt her, or againſt her and her Heirs; And that for the knowledging of the Concord thereof, ſhe ſhall not be compelled to travel any further then to the ſaid great Meſſuage, without her own good will and conſent to the contrary. And the ſaid *R. B.* for him &c. covenanteth &c. in form &c. That he the ſaid *R.* now is lawfully and ſolely ſeiſed to the uſe of him and his Heirs, of the immediate Reverſion or Remainder of the ſaid great Meſſuage and Garden, with the Appurtenances, from and after the deceaſe of the ſaid *V.* And, be the ſaid *R. B.* and *S.* now his wife, and the ſaid *G. B.* the younger, and *M.* now his wife, at all times from time to time, during the ſpace of 2 years next enſuing the date of theſe preſents, at and upon the reaſonable requeſt, and coſts and charges in the Law only of the ſaid *W. R.* his Heirs, Executors, or Aſſigns, ſhall and will make, do, knowledge, and ſuffer, or cauſe, &c. all and every ſuch reaſonable act and acts, thing and things in the Law, with Warranty only againſt themſelves, and their Heirs, or otherwiſe without Warranty; As by the ſaid *W.* his Heirs or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be lawfully deviſed or adviſed and required for the better conveyance, aſſurance, and ſure-making of all and ſingular the Premiſſes, with their Appurtenances, to be had, and made ſure to the ſaid *W. R.* his Heirs and Aſſigns for ever, for the only uſe &c. And alſo, That all the ſaid Premiſſes and every part thereof, with their Appurtenances now are, and at the making of the ſaid further aſſurance ſhall be, and from henceforth ſhall continue clearly and freely acquitted and diſcharged, or otherwiſe by the ſaid *R. B.* his Heirs or Executors, upon reaſonable requeſt and notice thereof given, ſaved harmleſs at all times, of and from all and ſingular former Bargains &c. had, made, done, cauſed, or agreed unto or to be had, &c. by the ſaid *R. B.* and *G. B.* the younger, or either of them, or by any other perſon or perſons

Seiſed for life.

To diſcharge of Incumbrances.

To come in a Fine with the Reverſioner.

Seiſed of the immediate Reverſion.

To make further aſſurance.

For quiet enjoyment, diſcharged of Incumbrances.

perſons, by the commandment, conſent, or procurement of the ſaid *R.* and *G.* the younger, or either of them. And further, the ſaid *R.* covenanteth, &c. That he the ſaid *W. R.* his Heirs, and Aſſigns, ſhall, or lawfully may, from henceforth for ever, well and quietly have, hold, and enjoy, to the only uſe and behoof of the ſaid *W.* his Heirs and Aſſigns for ever, as well the ſaid great Meſſuage and Garden, with their Appurtenances, and all other the Premiſſes, with their Appurtenances, (*Except only before excepted,*) and from time to time, have, take, receive, and enjoy the Rents, Iſſues, and Profits thereof, for the only uſe and behoof of the ſaid *W. R.* his Heirs and Aſſigns, without any Contradiction, Impeachment, Lett, or Impediment of the ſaid *R.* and *G.* the younger, or of either of them, or of any other perſon or perſons, by the commandment, conſent, means, or procurement of either of them. And alſo, the ſaid *R. B.* covenanteth, &c. That the entire benefit of all ſuch Bonds, as *R. H.* made to the ſaid *G. B.* deceaſed, and as *J. D.* Merchant of the Staple at *C.* made to the ſaid *R. H.* for or touching the Premiſſes, or part thereof, and all Advantages, Recompences, and Sums of Money to be gotten of or by the ſaid Bonds or any of them, ſhall be and continue to the only profit, intereſt, and behoof of the ſaid *W. R.* his Executors and Aſſigns, without any let or contradiction of the ſaid *R. B.* and *G. B.* or either of them, or the Executors, or Adminiſtrators of either of them. And alſo, That the ſaid *R. G.* and the Survivor of them, and the Executors and Adminiſtrators of the ſame Survivor, ſhall alwayes hereafter juſtifie and avow all and every ſuch Suits, Proceſſes, Pleas, and Recoveries, as the ſaid *W. R.* his Executors or Aſſigns, at their own coſts and charges, ſhall bring or purſue upon the ſaid Bonds, or any of them, in the name or names of the ſaid *R.* and *G.* or either of them, or of the Executors or Adminiſtrators, or either of them, againſt any perſon or perſons chargeable or to be charged for the ſame. And, That the ſaid *R.* and *G.* or either of them, or the Executors or Adminiſtrators of either of them, ſhall not at any time hereafter willingly ſuffer to be done, any act or acts, without the ſpecial conſent of the ſaid *W. R.* his Executors or Adminiſtrators, which ſhall or may diſcharge, ſuſpend, or determine the Penalties or Forfeitures, of any of the ſaid Bonds, or any Execution, to be had by reaſon of the ſame Bonds, or any of them, or any Suit or Judgement to be had or given, in any Action to be brought as aforeſaid, upon the ſaid Bonds or any of them. In Witneſs, *&c.*

The Grantee to have the benefit of Bonds made to the Grantor concerning the premiſſes.

To juſtifie Actions, &c. upon Bonds concerning the Premiſſes.

Not to diſcharge ſuits, &c.

A Bargain and Sale of a mans Eſtate in Goods and Wares in a Ship.

TO all Chriſtian People, to whom this preſent Writing ſhall come, I *A. B.* Cit. and M. of *L.* ſend Greeting, &c. Know ye, That I the ſaid *A. B.* for divers good Cauſes and Conſiderations me ſpecially moving, have given and granted, and by theſe Preſents do give and grant unto R. *L.* Cit. and H. of *L.* his Executors and Aſſigns, without any Account, all my Right, Title, Property, Intereſt, and Demand of, in, and to, all ſuch Goods, Money, Wares, Merchandizes, Adventure and Commodities, as I the ſaid *A. B.* have, ſhould, ought, might or may have of, in, or belonging to, the good Ship called the *T.* of *L.* wherſoever the ſame is now riding or remaining: To have and to hold the ſame unto the ſaid R. *L.* his Executors and Aſſigns, to his and their proper uſe for ever. And I the ſaid *A. B.* do covenant and grant for me, mine Executors and Adminiſtrators, to and with the ſaid R. *L.* his Executors and Aſſigns, by theſe preſents, That they the ſaid R. *L.* his Executors, Adminiſtrators, and Aſſigns, ſhall or may have, receive, take and enjoy, to his and their own proper uſe, the ſaid Stock of Mony, Merchandizes, and other the Premiſſes, without any Let, Trouble or Diſturbance of or by me, mine Executors or Adminiſtrators, and without any Accompt or Reckoning of or therefore to me, mine Executors or Adminiſtrators, or any of us, to be made, yielded or given. In Witneſs, &c. Dated &c.

Habend.

Quiet enjoyment.

An Indenture for Sale of Conyes.

THis Indenture made &c. between *W. G.* of &c. on the one part, and *H. S.* &c. on the other part, Witneſſeth, That the ſaid *W. G.* for the conſideration hereunder-written, hath bargained and ſold, And by theſe preſents doth fully and clearly bargain and ſell unto the ſaid *H. S.* his Executors and Adminiſtrators, the number and quantity of 6000 grey Conyes good and lawful Ware, accounting x. C. Coneyes to every Thouſand, to be taken, ſlaughtered and killed, to and for the proper uſe and behalf of the ſame *H. S.* his Executors and Aſſigns, in and upon the Warren and Grounds of the ſame *W. G.* at *S.* aforeſaid. And, the ſaid *W. G.* for him, his Executors, &c. Covenanteth, That he the ſame *W. G.* his Executors or Aſſigns, ſhall endeavour themſelves, to take, ſlaughter and kill, and ſhall take, ſlaughter and kill, from time to time, to and for the uſe of the ſaid *H. S.* his Executors and Aſſigns, Conies in as large and ample manner, as they or any of them hereunto uſe to do for the ſerving

The Vendor to kill them.

of

of any ſuch other Chapman, as heretofore hath uſed to have, take and buy the ſame of the ſaid *W. G.* or of *E B.* Eſq; deceaſed, late owner of the ſame Warren. And alſo, That he, the ſame *W. G.* his Executors or Aſſigns, ſhall alwayes from henceforth weekly, every week from time to time (the time of L, and from L. unto the Feaſt of St. *M.* only excepted) well and truly deliver or cauſe to be delivered to the ſaid *H. S.* his Executors or Aſſigns, at the Mannor of *S.* at the coming thither of the ſaid *H.* his Executors Servants or Aſſigns, 400 Conyes or more ſo then ſlaughtered and killed, until ſuch time as he the ſaid *W. G.* his Executors or Aſſigns, ſhall thereby and therewith have fully delivered to the ſaid *H. S.* his Executors or Aſſigns, all the ſaid 6000 of grey Coneys lawful Ware, ſo to him above bargained and ſold without fraud, Covin or delay. And, the ſaid *H. S.* for him, his Executors, &c. doth covenant, &c. That he the ſame *H. S.* his Executors, ſhall at two ſeveral dayes, Weekly, every Week from henceforth (except the time above excepted) reſort and come to *G.* aforeſaid, and there ſhall be ready to receive and take, and ſhall receive and take of the Delivery of the ſaid *W. G.* his Executors or Aſſigns, all the ſaid 400 of Conyes or more, ſo then ſlaughtered and killed, until ſuch time as he the ſaid *H.* his Executors or Aſſigns ſhall thereby have fully received all the ſaid 6000 Conies lawful Ware, after the form aboveſaid. Provided alwayes, and it is fully agreed between the ſaid parties, and either of them, for him, &c. That it ſhall be lawful to, and for, the ſaid *H. S.* his Executors or Aſſigns, alwayes from time to time, upon the receipt of the ſaid Conies, to refuſe all Bruiſed, Gored, Dogg bitten, Yawned, Meaſled, and Morkyn Conies: And that if it chance the ſaid *W. G.* his Executors or Aſſigns, to take and ſlaughter any black Conies, and deliver them to the ſaid *H. S.* his Executors or Aſſigns; That then the ſaid *H. S.* his Executors or Aſſigns, ſhall take and receive every one of thoſe black Conies, being lawful Ware, ſo to him delivered for grey Conies, and ſo ſhall accompt the ſame on his Table upon the receipt thereof, any thing before mentioned to the contrary notwithſtanding. For the which bargain and ſale of ſuch the ſaid 6000 Conies, and for the true performance of all and every the Covenants, Grants, Premiſſes, Articles, Clauſes, Agreements, and Deliverances aboveſaid, which on the part and behalf of the ſaid *W. G.* his Executors and Adminiſtrators, are to be performed in form as is above Declared: He the ſame *H. S.* for him, his Executors or Aſſigns, well and truly to content and pay, &c. In Witneſs, *&c.*

To deliver 400. weekly &c at the Mannor of S.

The Vendee to be ready to receive them.

The Vendee to refuſe bruiſed Conies.

Conſiderations.

An Indenture of Bargain and Sale of a Leaſe and Goods which were Extended by a Statute.

Recital.

THis Indenture made, &c. between *C. H.* of &c. on the one part, and *A. C.* on the other part, Witneſſeth; That whereas *T. R.* by one Recognizance taken upon the Statute lately made and provided for Recovery and payment of Debts, ſealed before *R. C.* &c. ſtandeth bounden to the ſaid *C H.* in the Sum of &c. which the ſaid *R. T.* made default and did not pay: Wherefore the ſaid *C. H.* of late extended and delivered unto him by *J. M.* and *W. G.* now Sheriffs of *London*, by virtue of the Kings Majeſties Writs of *Extendi faciatis* and *Liberate*, according to the form of the Statute lately made and provided for Recovery of Debts, as well the body of the ſaid *R. T.* as all his Goods and Chattels, which be hereafter particularly expreſſed: That is to ſay, Firſt, &c. To have, and to hold unto the ſaid *C.* and his Aſſigns, in full ſatisfaction of his full Debt, together with his Coſts, Charges, and Damages, which he had in that behalf reaſonably ſuſtained, were fully paid, as by the ſaid Writs more at large it doth appear. By force whereof, the ſaid *C.* was, and yet is, of the ſaid Goods, Chatte's, and of the ſaid Demiſe or Leaſe called a Chattel, lawfully poſſeſſed, to him, his Executors or Aſſigns, to his or their proper uſe. Whereupon, Be it known by theſe preſents, That the ſaid *C.* for the Sum of &c. to him by the ſaid *A. C.* at the enſealing of theſe Preſents paid whereof &c. and thereof &c. Hath bargained, ſold, given, granted and delivered; and by theſe preſents doth &c. unto the ſaid *A. C.* his Executors or Aſſigns, as well the ſaid Demiſe and Leaſe called a Chattel, and all the Right, Title, Property, Poſſeſſion, Intereſt, and Demand, and Term of years, which he hath of and in the ſaid Houſe, together with the ſaid Indentures aforenamed made unto the ſaid *R. T.* of and concerning the ſaid Demiſe and Leaſe, as alſo all and ſingular the ſaid other Goods and Chattels before expreſſed and ſpecified by force of the ſaid Extent and Livery, aforeſaid or otherwiſe: To have, &c. to the ſaid *A. C.* his Executors and Aſſigns, freely, peaceably and quietly, from, &c. forward for evermore; without any Lett, Suit, Vexation, Claim, Challenge or Contradiction of the ſaid *C.* his Executors and Aſſigns, or of any other perſon or perſons having or claiming any Intereſt, Right or Title in or to the Premiſſes, or any part thereof, by or from the ſaid *C.* In Witneſs, *&c.*

Bargain and Sale.

A

A Bargain and Sale of Land, where the ſame is bound for the payment of part of the Purchaſe money left unpaid.

THis Indenture &c. between *R. J.* of &c. on the one party, and *C. B.* of &c. on the other party, Witneſſeth, That for and in conſideration of the ſum of 50 l. whereof &c. he the ſaid *R. J.* of &c. hath granted, bargained, and ſold, and by theſe preſents doth fully and clearly grant, bargain, and ſell unto the ſaid *C. B.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement &c. except &c. And the Reverſion and Reverſions of all and ſingular the Premiſſes, except before excepted. *Deeds.* And further, the ſaid *R.* doth by theſe preſents bargain and ſell to the ſaid *C. B.* his Heirs and Aſſigns for ever, all and ſingular Deeds, Evidences, Charters, Eſcripts, and Writings whatſoever, touching or concerning the Premiſſes, or any of them; As in any of which ſaid Deeds &c. as be in the hands, cuſtody, or poſſeſſion of the ſaid *R.* or of any other perſon or perſons by his bailment or delivery, or which he lawfully may come by, without Suit in the Law. The ſaid *R.* for him, his Heirs and Aſſigns, by theſe preſents, covenanteth to and with the ſaid *C. B.* &c. to deliver and cauſe &c. ſafe and uncancelled to the ſaid *C. B.* at or before the 20 of *A.* next enſuing the date hereof, at the now dwelling houſe of the ſaid *R. J.* in *B.* &c. To have and to hold the aforeſaid Meſſuage, &c. and all and every other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof (except before excepted) to the ſaid *C. B.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *C.* and of his Heirs and Aſſigns for ever, *Condition.* upon condition that he the ſaid *C.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall pay or cauſe &c. unto the ſaid *R.* his certain Attorney, Executors, Adminiſtrators or Aſſigns, the Sum of 120 l. of &c. in manner and form &c. *viz.* 60 l. thereof, on the &c. next &c. at the ſaid now dwelling-Houſe &c. And other 60 l. reſidue and in full payment of the ſaid 120 l. on the &c. which ſhall be &c. at the ſaid now dwelling-houſe &c. And, the ſaid *R. J.* covenanteth &c. in form &c. That the ſaid *R.* at the time of the enſealing &c. for any act done by him the ſaid *R.* is of all and ſingular the Premiſſes, ſole ſeiſed in Fee-ſimple, of a good, perfect, lawful, and abſolute Eſtate in the Law, to the only uſe of him the ſaid R. and of his Heirs and Aſſigns for ever, without any condition, Mortgage, or Defeazance. And that the Reverſion or Remainder of the Premiſſes, or any part thereof, is not in our ſaid Soveraign Lord the Kings Majeſty. And alſo, That the ſaid R. *J.* his Heirs, Executors, and Adminiſtrators, ſhall from time to time, and at all times hereafter acquit, diſcharge, and exonerate, or upon every reaſonable requeſt, ſufficiently keep harmleſs the ſaid *C. B.* his Heirs and Aſſigns, and every of them, as all and ſingular the Premiſſes, with their Appurtenances, before by theſe preſents mentioned,

to be granted, bargained, or ſold, and every parcel thereof, of and from all and ſingular former Gifts, Grants, Bargains, Sales, Joyntures, Dowers, Title of Dower, Wills, Intails, Leaſes, Bonds, Statutes, Recognizances, Judgements, Executions, Fines, Iſſues, Amerciaments, Annuities, Rents: And of and from all other Titles, Grants, Eſtates, Troubles, Charges and Incumbrances whatſoever, had, made, done, knowledged, or willingly ſuffered, by the ſaid *R.* or by *J. J.* his Father, or *R. J.* his Uncle, deceaſed, or by the Grandfather of the ſaid *R. J.* or by any other of the Anceſtors of the ſaid *R. J.* or by any other perſon or perſons, claiming or making Title, by, from, or under the ſaid *R.* or his ſaid Father, Uncle, or Grandfather, or any Anceſtor or Anceſtors of the ſaid *R. J.* (the chief Rents and Services from henceforth to become due, for the Premiſſes, to the chief Lord or Lords of the Fee or Fees of the ſame, and one Leaſe heretofore granted of &c. which ſhall expire and clearly determine within &c. now next coming, whereupon there is reſerved the yearly Rent of &c. and one other Leaſe &c. which ſaid ſeveral yearly Rents from henceforth, during the continuance of the ſaid ſeveral Leaſes, ſhall be due and payable to the ſaid *C.* his Heirs and Aſſigns, only except and foreprized.) And further, the ſaid *R.* Covenanteth, That he the ſaid *C.* his Heirs and Aſſigns, and every of them ſhall or may from henceforth for ever, to his and their own proper uſe and behoof, lawfully, peaceably, and quietly, have, hold, occupy, poſſeſs, inherit, and enjoy, all and ſingular the Premiſſes, and every part and parcel thereof, diſcharged or ſaved harmleſs, as is aforeſaid: And alſo may have, perceive, receive, levy, take, and enjoy, all and every the Rents, Iſſues, and Profits thereof coming and growing: According to the purport and true meaning of theſe Preſents, without the let, trouble, eviction, action, ſuit, entry, or interruption of the ſaid *R.* his Heirs or Aſſigns, and without any lawful let, &c. of any other perſon or perſons, by means of any act or acts, thing or things whatſoever, had, made, done, or willingly ſuffered by the ſaid *R. J.* or his ſaid Father, Uncle, or Grandfather, or by any of them, or by any other Anceſtor, or Anceſtors of the ſaid *R. J.* other then ſuch perſons as any thing claim, by reaſon of the ſaid Leaſes before excepted, or any of them and for and concerning only the Title and Intereſt of the ſaid ſeveral Leaſes, and the Conditions aforeſaid. And alſo, That he the ſaid *R. I.* and all and every other perſon and perſons, lawfully claiming, having or pretending to have, or that hereafter ſhall or may lawfully pretend, claim, or ought to have any Eſtate, Right, Title, Reverſion, Remainder, or other thing whatſoever, in or to the Premiſſes, or any part or parcel thereof, by, from, or under the ſaid *R. I.* or his ſaid Father, Uncle, or Grandfather, or other Anceſtor or Anceſtors, aforeſaid, or any of them, except only ſuch perſon or perſons as ſhall claim for or by reaſon of the Leaſes before excepted, or any of them, and for and concerning the Title and Intereſt of their ſaid ſeveral Leaſes, ſhall and will within reaſonable time, when as often as he, they, or any of them, ſhall be thereunto reaſonably required by the ſaid *C.* his Heirs or Aſſigns, within the ſpace of 5 years next enſuing the date hereof, at the coſts and charges in the Law of the ſaid *C.* his Heirs and Aſſigns,

For quiet enjoyment.

To make further Aſſurance.

Aſſigns, do make, knowledge, levy, and execute, and ſuffer to be done, &c. all and ſingular ſuch Fines, Feoffments, Recoveries, Eſtates, Aſſurances, Acts and Things whatſoever, of, for, and concerning the Premiſſes, and every or any parcel thereof, or the Aſſurances or Conveyances thereof, and of every or any parcel of the ſame. As by the ſaid *C.* his Heirs or Aſſigns, or his or their Councel, &c. ſhall be lawfully and reaſonably deviſed, adviſed, or required according to the true meaning and intent of theſe preſents. And, that all the ſaid Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances aforeſaid, and every of them ſhall be, and all and ſingular perſon and perſons whatſoever, which now, or at any time hereafter, ſhall or may have or claim any Eſtate, Title, or Intereſt, of, in, or out of the Premiſſes, or any part thereof, by from, or under; or by force or means of the ſaid Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances aforeſaid, or any of them, ſhall at all times, from and after every Execution or Executions of the ſaid Fines, Feoffments, Recoveries, or other Conveyances or Aſſurances aforeſaid, or any of them, ſtand and be ſeized of all and ſingular the ſaid Premiſſes, before by theſe preſents granted, to the only uſe and behoof of the ſaid *C.* and of his Heirs and Aſſigns for ever, upon the condition before by theſe preſents limited. Provided alwayes, That if default be made of, or in the payment of the ſaid Sum of 120*l.* or any part thereof, contrary to the form aforeſaid; That then the Grant, Bargain and Sale, by theſe preſents made of the Premiſſes, and all the Covenants, Grants, and Articles, by theſe preſents, made of the part of the ſaid *R.* ſhall be void, and of none effect. And, the ſaid *C.* for him, his Heirs and Aſſigns, and every of them, and every other perſon ſeized to his, their, or any of their uſes, doth by theſe preſents covenant and grant, to and with the ſaid *R.* his Heirs and Aſſigns, that then and from thenceforth, after ſuch default made of or in payment of the ſaid Sum of 120*l.* or any part thereof as aforeſaid all and ſingular the Fines, Feoffments, Recoveries, and other Coveyances and Aſſurances aforementioned, for any act to be done by the ſaid *C.* his Heirs or Aſſigns, or any other perſon or perſons, by his or their means, ſhall be to the only uſe of the ſaid *R.* his Heirs and Aſſigns for ever. And that then, and from and after ſuch default made, it ſhall be lawful, to and for the ſaid *R.* his Heirs and Aſſigns, without any lawful let or interruption of the ſaid *C.* his Heirs and Aſſigns, or of any other perſon or perſons, by his or their means, into all and ſingular the Premiſſes, wholly to re-enter, and the ſame to repoſſeſs and have again, as in his former Eſtate, clearly diſcharged or ſaved harmleſs, of all Charges, Dowers, and Incumbrances whatſoever, made or done by the ſaid *C.* his Heirs or Aſſigns, or any other perſon or perſons, claiming by or from the ſaid *C.* his Heirs or Aſſigns, or any other ſeized to his or their uſes; Theſe preſents, or any thing in them contained, or any thing whatſoever, to the contrary thereof &c. And, the ſaid *C.* &, covenanteth &c. That he the ſaid *C.* his Heirs or Aſſigns, after default made, of or in payment of the ſaid Sum of 120*l.* or any part thereof, contrary to the form aforeſaid, and upon reaſonable requeſt within two

All Fines &c. to be to the uſe of the Bargainee under the Condition.

Proviſo.

If money be not paid the ſaid Fines, &c. to be to the uſe of the Bargainor.

The Bargainee to re-deliver the Deeds in caſe of non payment

Months after ſuch request, ſhall re-deliver or cauſe &c. to the ſaid *R.* his Heirs or Aſſigns, all ſuch Deeds, Evidences and Writings, as the ſaid *R.* his Heirs or Aſſigns, before ſuch default making, ſhall have delivered to the ſaid *C.* his Heirs or Aſſigns, touching the Premiſſes or any part thereof, and that in as good caſe as the ſame were received by the ſaid *C.* his Heirs or Aſſigns, or the ſaid *R.* his Heirs or Aſſigns. And, the ſaid *R.* Covenanteth &c. That he the ſaid R. his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their certain Attorney, from time to time, when and ſo ſoon as the ſaid *C.* his certain Attorney, Executor, or Adminiſtrator, ſhall, according to the tenor of theſe preſents, have made any payment of any Moyety of the ſaid Sum of 120 l. ſhall and will make and deliver, or cauſe &c. to the ſaid *C.* lately his certain Attorney, Executors, Adminiſtrators or Aſſigns, as ſhall make every or any ſuch payment, a good and ſufficient Acquitance and diſcharge in the Law, under the hand and ſeal of the ſaid R. his Heirs, Executors, Adminiſtrators or Aſſigns, of and for ſuch Moyety of the ſaid ſum of 120 l. as ſhall be ſo paid as aforeſaid: In Witneſs, *&c. A Feoffment upon Condition aforeſaid.*

The Bargainor to give acquittance for mony received.

A Bargain and Sale of an Annuity granted by a Fine.

Recital.

THis Indenture, *&c.* between *W. G. &c.* and *E.* his Wife on the one party, and *S. P.* eldeſt Son of *R. P.* Citizen, *&c.* on the other party, Witneſſeth, That whereas *W. H.* of *C.* and *M.* his Wife, by one Fine, Sur Grant, and Render levied before the Kings Majeſties Juſtices of his Common Bench at *W.* in the Term of St. *M.* in the 14 year *&c.* did grant to the ſaid *W. G.* a certain yearly Rent of 9 l. 13 s. 4 d. going out of two Meſſuages and two Shops, with their Appurtenances in *W. &c.* and the ſame to the ſaid *W. G.* did render in the ſaid Court; To have, and perceive the ſaid annual Rent of *&c.* to the ſaid *W. G.* and his Heirs, at the Feaſts of *&c.* by even portions yearly to be paid: And if it happen the ſaid yearly Rent of *&c.* or any part thereof to be behind in part or in the whole, after any Feaſt of the Feaſts aforeſaid, in which it ought to be paid, and not paid by the ſpace of 40 dayes, being aſked; that then the ſaid *W. H.* and the Heirs of the ſame *W.* ſhall forfeit to the ſaid *W. G* and his Heirs 13 s. 4 d. in the name of a Pain, as often as the ſame yearly Rent of *&c.* or any part thereof ſhall be ſo behind: And that then and ſo often it ſhall be lawful to the ſaid *W. G.* and his Heirs, into the ſaid Meſſuages and Shops, with their Appurtenances, to enter and diſtrain, and the Diſtreſſes ſo there taken and had, lawfully to lead, carry, and drive away, and with him to detain, until he ſhall be fully ſatisfied and paid, as well of the ſaid yearly Rent of *&c.* with the Arrearages thereof, if any ſhall be, as alſo of the ſaid 13 s. 4 d. in the name of a pain as aforeſaid; As by the ſaid Fine amongſt other things therein contained, more plainly will appear. Now, the ſaid *W. G.* for and in conſideration of the ſum of *&c.* whereof

Behind.

Nomine pœnæ upon default of payment.

Diſtreſs.

whereof, *&c.* hath bargained, and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *S. P.* and his Heirs for ever, the ſaid yearly Rent of *&c.* as being out of the ſaid two Meſſuages and two Shops aforeſaid, and all the Eſtate, Right, Title and Intereſt of the ſaid *W.G.* and his Heirs, of, in, and to the ſame yearly Rent. **To have, hold,** perceive, receive, and enjoy the ſaid yearly Rent of *&c.* at the ſaid ſeveral Feaſts aboveſaid, and as the ſame ſhall grow due and payable unto the ſaid *S. P.* his Heirs and Aſſigns for ever, to the only uſe of the ſaid *S.* and of his Heirs and Aſſigns for ever. **And,** the ſaid *W.G.* Covenanteth *&c.* in form *&c.* That the ſaid yearly Rent now is, and for ever hereafter ſhall be, ſtand and continue to the ſaid *S. P.* and his Heirs clearly and freely diſcharged and acquitted, or otherwiſe from time to time, and at all times upon reaſonable requeſt, ſhall be well and ſufficiently ſaved harmleſs by the ſaid *W.G.* his Heirs, Executors and Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Gifts, Grants, Titles, Troubles and Incumbrances whatſoever, had, made, done, or procured, by the ſaid *W.G.* or by his knowledge, conſent or procurement. **And further,** That he the ſaid *W.G.* and the ſaid *E.* his Wife, and the Heirs of the ſame *W.* and all and every other perſon or perſons, having, or which ſhall have or lawfully claim, or pretend to have any former Eſtate, Right, Title, or Intereſt, of, in, or to the ſaid yearly rent of &c. by, from, or under the eſtate of the ſaid *W. G.* from time to time upon reaſonable requeſts within two years next coming, at the coſts and charges in the Law only of the ſaid *S.* his Heirs or Aſſigns, ſhall & will, do, make, knowledge, ſuffer, execute and cauſe &c. all and every ſuch further lawful and reaſonable act and acts, thing and things, for the further and more better aſſurance, and ſore making of the ſaid yearly rent of *&c.* to be had and made ſure to the ſaid *S.* his Heirs and Aſſigns, to his and their own uſe and uſes for ever, as by the ſaid *S.* his Heirs or Aſſigns, or his or their learned Councel in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed and required. **In Witneſs,** *&c.*

Bargain &c.

Habend.

Diſcharge of Incumbrances.

Further aſſurance.

A Bargain and Sale by a man and his Wife, ſhe being a Co-heir of a 3d. part of certain Land in poſſeſſion, and of a Moiety of another 3d. part of the ſame Land in Reverſion after the death of the late Husband of one of the Co-heirs Tenant by Curteſy.

This Indenture, *&c.* between *E. M.* and *M.* his Wife, one of the Daughters and Heirs of *A. P.* Kt. deceaſed on the one party, and *G. M. &c.* on the other party: That whereas the ſaid *A. P.* Kt. was in his life time lawfully ſeiſed in his Demeſne as of Fee, of, and in one capital Meſſuage or Tenement, with the Appurtenances; and all Shops, Cellers, *&c.* to the ſaid capital Meſſuage, belonging *&c.* And the ſaid *A.* ſo being of the ſaid capital Meſſuage and Premiſſes, with the Appurtenances ſeiſed, dyed

Recital.

dyed thereof ſeiſed, by, and after whoſe death the ſaid capital Meſſuage or Tenement with the Appurtenances, deſcended and came to *E. M.* and *A.* as the Daughters and Heirs of the ſaid *A. P.* which *M.* the ſaid *E. M.* hath married, and taken to wife; and whereas alſo the ſaid *E.* whom one *A. R.* took to wife, now deceaſed, having no Iſſue of her body now living. *Now*, this Indenture *witneſſeth*, that the ſaid *E. M.* and *M.* his Wife, for and in conſideration of the ſum of 120 l of *&c.* whereof *&c.* have bargained and ſold, and by theſe preſents do bargain and ſell unto the ſaid *G. M.* his Heirs and Aſſigns, as well all that the 3d. part of the ſaid capital Meſſuage or Tenement with the Appurtenances, and the 3d. part of all the ſaid Shops *&c.* as the Moiety of all that the Reverſion of the 3d. part of the ſaid Meſſuage and Premiſſes which the ſaid *A. R.* holdeth for the term of his life as Tenant by the Curteſy of *England* and all the Right, Title *&c.* together with all the Deeds, Evidences, *&c.* To have and to hold the 3d. part, and the ſaid Moiety of the ſaid Reverſion, of the 3d. part of the ſaid Meſſuage *&c.* and of all the ſaid Shops, *&c.* and all their Eſtates, Titles and Intereſts, in, and to the Premiſſes to the ſaid *G. M.* his Heirs and Aſſigns for ever, to the only uſe *&c.* And, the ſaid *E. M.* Covenanteth *&c.* that they the ſaid *E.* and *M.* his Wife, and the Heirs and Aſſigns of the ſaid *M.* ſhall, during the ſpace of 5 years, at the reaſonable requeſt of the ſaid *G.* his Heirs or Aſſigns, at his and their own proper coſts and charges during the ſaid term of 5 years make to the ſaid *G.* and his Heirs, all ſuch further aſſurance *&c.* be it by Deed inrolled *&c.* or otherwiſe, as by the ſaid *G.* or his Councel ſhall be deviſed *&c.* and that the ſaid 3d. part and Moiety of the Reverſion of the other 3d. part of the ſaid Meſſuage *&c.* is free of Incumbrances done by the Vendors, or by any by their means, (the Rents and Services except *&c.*) In Witneſs, *&c.*

Bargain &c.

Habend.

Covenant for further aſſurance.

A Sale or Tranſport of Goods arreſted and ſtayed in Flanders *by the Kings of* Spains *Authority, and of all recompences which may be had for the ſame.*

THis Indenture *&c.* between *J. S. &c.* on the one part, and *R. P.* and *R. B. &c.* on the other part, Witneſſeth, That whereas the ſaid *J. S.* lately before Chriſtmas, in the year *&c.* did ſhip in the Port of *L.* to be diſcharged at *A.* in B. divers woollen Cloaths in a Ship whereof was Maſter one *W. H.* to the value of *&c.* And whereas alſo about the ſame time the ſaid *J. S.* had ſhipped at *A.* aforeſaid to be diſcharged at *L.* in a Ship whereof was Maſter, *&c.* divers Forraign goods, Merchandizes and Commodities, amounting to the value of *&c.* of *F.* money: All which ſaid Cloaths, Goods, Merchandizes, and Commodities by reaſon of the late reſtraint of entercourſes made between the King of *Spains* Subjects, and the Subjects of the Kings Majeſty were ſtayed and arreſted

arreſted by the Kings Authority in *F.* and there detained, as more plainly appeareth, Recorded and Entred before the Kings Majeſties Comiſſioners here in *E.* in that behalf appointed. Now, the ſaid *J. S.* for, and in conſideration of a certain ſum of money by him had, and already received of the ſaid *R.* and *R.* hath granted, bargained, ſold, and aſſigned, and by theſe Preſents doth grant &c. to the ſaid *R.* and *R.* all and ſingular the ſaid cloaths, Merchandizes, Goods, and Commodities aforeſaid for their own uſe, to them, their Executors and Aſſigns, to be had, taken and enjoyed, as they or any of them may be gotten or come by for ever, together with all and every ſuch allowance recompence and ſatisfaction whatſoever, which is or ſhall be limited, allowed, or aſſigned to the ſaid *J. S.* his Executors, or Aſſigns for the Premiſſes, or any part thereof, or which may or ſhall be had or taken by the ſaid *J.* his Executors and Aſſigns, by way of ſuch allowance, recompence, or ſatisfaction any manner of way. And, the ſaid *J. S.* for him &c. doth Covenant &c. in form &c. that the ſaid *R.* and *R.* their Executors and Aſſigns, or any of them, for and in the name or names of the ſaid *J. S.* his Executors and Adminiſtrators, or otherwiſe, as it ſhall be requiſite, ſhall, or may ask, demand, take, and receive all, and all manner of ſatisfaction, recompence, and allowance whatſoever to be had, made, or given to the ſaid *J. S.* his Executors, or Aſſigns, for the Premiſſes, or any part thereof, without the let, hinderance, gainſaying, or interruption, of the ſaid *J.* his Executors, or Adminiſtrators; and that the ſaid *R.* and *R.* their Executors, and Adminiſtrators, or any of them, for and in the name or names aforeſaid, may lawfully compound and agree for the Premiſſes, and every or any part thereof; And thereupon make, ſeal, and deliver ſuch Releaſe and Releaſes, or any other diſcharge in the name or names aforeſaid, as to them the ſaid R. or R. their Executors, or Aſſigns, or any of them ſhall ſeem requiſite. And that to the getting, obtaining, and enjoying of all or any of the Premiſſes, according to the true intent and meaning of theſe preſents; It ſhall and may be lawful to the ſaid R. and R. their Executors or Aſſigns, or any of them, from time to time, and at all times, to do, knowledge, execute, and finiſh, all and every thing and things, for and in the name or names of &c. as thereunto ſhall be needful in any wiſe. And further, that the ſaid *J. S.* heretofore hath not had or received the Premiſſes, or any part thereof, or any ſatisfaction or recompence for the ſame, or any part thereof, or hereafter without the conſent of the ſaid R. &c. ſhall not receive or take the Premiſſes, or any part thereof, or any ſatisfaction for the ſame, or any part thereof, neither ſhall do or knowledge any thing which ſhall let or hinder the ſaid R. and R. their Executors or Aſſigns, to have take, and enjoy for their own uſe, the Premiſſes, or any part thereof, according to the true meaning of theſe preſents. In Witneſs, &c.

Bargains &c.

Power for the Vendee in the Vendors name to uſe all lawful wayes for getting of the goods.

That the Vendor hath not received the goods &c. nor will hinder the Vendee from having them.

A Bargain and Sale of a Reverſion or Remainder in Land well paſſed.

THis Indenture &c. between *W. P.* the elder, of *L.* Gent. Son of *M. P.* late of *L.* aforeſaid, Gent, deceaſed, and of *A.* his Wife, Daughter of *K. D.* late of St. *B* of *L.* Widdow, deceaſed on the one party, and *M. L.* of *L.* Widdow, on the other party, Witneſſeth, That the ſaid *W. P.* for and in conſideration of 120*l.* of &c. Hath given, granted, bargained, and ſold, and by theſe preſents doth fully, clearly, and abſolutely, give, grant, bargain, and ſell unto the ſaid *M. L.* her Heirs and Aſſigns for ever, all that Meſſuage and Tenement &c. and all and ſingular Cellars, Sollers, Rooms, Back-ſides, Yards, void Grounds, Lights, Eaſements, Commodities, and Appurtenances whatſoever, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining: And the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the Premiſſes, and of every part thereof. And all the Eſtate, Right, Title, Intereſt, Claim, and Demand, of him the ſaid *W. P.* of, in, and to the ſaid Meſſuage or Tenement, and other the Premiſſes, with their Appurtenances. And alſo all and ſingular Deeds, Evidences, Charters, Wills, Writings, Eſcripts, and Mynuments whatſoever, touching or concerning the Premiſſes, or any part or parcel thereof: To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes before hereein bargained, and ſold, or mentioned to be bargained and ſold, from, in, and after &c. unto the ſaid *M. L.* her Heirs and Aſſigns, to and for the only and proper uſe and behoof of the ſaid *M. L.* and of her Heirs and Aſſigns, for ever. And, The ſaid *W. P.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant, promiſe, and grant, to and with the ſaid *M. L.* her Heirs, Executors, and Aſſigns, and every of them, by theſe Preſents, in manner &c. that is to ſay, That he the ſaid *W. P.* at the time of the enſealing and delivery of theſe preſents, is, and ſtandeth rightfully, and abſolutely ſeiſed of the immediate Remainder or Reverſion of the ſaid Meſſuage or Tenement, and other the Premiſſes, with the Appurtenances, depending in an Eſtate for term of the natural life of the ſaid *A. P.* of, and in the ſame as of Fee and Right, to the only uſe and behoof of the ſaid *W. P.* and of his Heirs and Aſſigns for ever without any condition or limitation of uſe or uſes whatſoever. And, that he the ſaid *W. P.* now hath full power, good right, and lawful authority, in and by the Law, to bargain, ſell, and aſſure the ſaid Reverſion or Remainder of the ſaid Meſſuage or Tenement, and of all and ſingular other the Premiſſes, above by theſe preſents, mentioned, to be hereby bargained and ſold, with all and ſingular the Appurtenances unto the ſaid *M. L.* her Heirs and Aſſign, to the only uſe and behoof of the ſaid *M.* and of her Heirs and Aſſigns for ever, in manner and form aforeſaid.

Conſideration, Bargain and Sale.

Deeds, &c.

Habendum. &c.

Covenants that he is ſeiſed of the Reverſion or Remainder in Fee, &c.

Power to ſell.

[*Her*

[*Here follow th a Covenant for diſcharge of Intumbrances:* And, *Another for making further Aſſurance.*] **And alſo**, that the ſaid *A.P.* ſhall within the ſpace of 6 months next, after reaſonable requeſt to be made by the ſaid *M.L.* her Heirs, Executors, or Aſſigns, in due form of Law, attorn Tenant to the ſaid *M. L.* her Heirs or Aſſigns, of the ſaid Meſſuage or Tenement, or other the Premiſſes, for and in reſpect of the ſaid *A.* her ſaid Eſtate of and in the ſame. **And further**, that ſhe the ſaid *M. L.* her Heirs and Aſſigns, to her and their own proper uſe and behoof from time to time, and at all times, from and after the deceaſe of the ſaid *A.P.* ſhall or may lawfully, peaceably, and quietly have, hold, occupy and enjoy the ſaid Meſſuages, or Tenements, and all and ſingular other the Premiſſes, with the Appurtenances. And the Rents, Iſſues, Revenues, and Profits thereof continuing or growing to her and their own proper uſe and behoof, ſhall or may receive, perceive, and enjoy, without any let, reſiſtance, diſturbance, eviction, moleſtation, or interruption of of the ſaid *W. P.* his Heirs or Aſſigns, or any of them, and without any lawful let, reſiſtance, diſturbance, eviction, moleſtation, recovery, or interruption, of any other perſon or perſons whatſoever, other then the ſaid cheif Lord or Lords, of Fee or Fees, of the Premiſſes, for and in reſpect only of their Services. **In Witneſs**, *&c.*

That the particular Tenants life ſhall attorn.

That the Vendee ſhall enjoy without Interruption.

A Bargain and Sale by Executors of a Houſe, which is deviſed to be ſold to the moſt advantage.

THis **Indenture** *&c.* between *A. G. &c. J. B.* eldeſt Son of *T. B.* late *&c.* deceaſed, and *P. B.* ſecond Son of the ſaid *T.* Executors of the laſt Will and Teſtament of the ſame *T.* on the one party; and *N. B. &c.* on the other party, **Witneſſeth**, That whereas the ſaid *T. B.* in his life-time, was ſeiſed in his Demeſne as of Fee, of and in all the great Meſſuage and Tenement *&c.* with all and ſingular Shops, *&c.* to the ſame Meſſuage, and other the Premiſſes, or any part thereof, by any means belonging or appertaining, or uſed with the ſame, *&c.* And the ſaid *T. B.* being ſo ſeized of the ſaid Meſſuage, and other the Premiſſes, did make his laſt Will and Teſtament in writing, dated *&c.* and thereby did will and deviſe the ſaid Meſſuage and Tenement, with the Appurtenances, in form as followeth, that is to ſay; **Item**, I will, that my Manſion-houſe with the Appurtenances, be ſold to the moſt advantage, and the mony thereof to be divided equally amongſt my Children part and part like. **Provided** always, That if *M.* my Daughter be then Married, or towards Marriage, that ſhe have my houſe before any other, giving as much therefore as any other, ſo and in ſuch ſort, as the reſt of my Children be not hindred thereby: And then of the ſame his laſt Will and Teſtament, did order and make his Executors the ſaid *A. J.* and *P.* as by the ſame laſt Will and Teſtament may plainly appear. And after died ſeiſed of the Premiſſes,

Recital.

of

of ſuch Eſtate as aforeſaid. And for as much as *M.* the ſaid Daughter of the ſaid *T.* is now married unto one *H.G.* and proffer hath been made to her and her Husband, to have the ſaid Houſe afore any other, giving as much therefore as any other; And thereupon the ſaid *M.* and her Husband have clearly refuſed ſo to have the ſame houſe. The ſaid *A. J.* and *P.* for and in conſideration of the Sum of 466 l. 13 s. 4 d. of *&c.* to them before-hand paid by the ſaid *N.B.* (which is the moſt advantage, that the ſaid Manſion-houſe, might in any wiſe be ſold for.) Of which ſaid Sum of *&c.* have bargained, and ſold, and granted, and by theſe preſents do grant, bargain, and ſell to the ſaid *N.* and his Heirs for ever, all the ſaid Meſſuage or Tenement, ſcituate *&c.* with all and ſingular Shops, *&c.* to the ſame belonging or appertaining, or in any wiſe uſed with the ſame, or accepted as part thereof, in the time of the ſaid *T.B.* or at any time ſince, ſcituate, lying, and being between ſuch Bounds and Limits as is aboveſaid. And alſo the Reverſion and Reverſions of all and ſingular the above-bargained Premiſſes, and all and ſingular Deeds, *&c.* which the ſame *A. J.* and *P.* have touching the ſame, or which they *&c.* To have and to hold, the ſaid Meſſuage and Tenement, and all other the above-bargaind Premiſſes, with the Appurtenances, and the Reverſion and Reverſions thereof to the ſaid *N.* his Heirs and Aſſigns for ever, to the only uſe of the ſaid *N. &c.* And, The ſaid *A.G.* for him &c. covenanteth with the Vendee, *&c.* the Premiſſes to ſtand for ever, to the ſaid *N. B.* diſcharged of all Incumbrances by the ſaid *A.* or his procurement. The chief Rents and Services *&c.* onely except and forepriſed. And further *&c.* [A Covenant by the ſaid A. for further aſſurance.] In Witneſſe, &c.

Bargain.

A Sale of Wool.

Covenant to deliver the Wools.

This Indenture, &c. between *R. K.* on the one part, and *R.W.* on the other part, Witneſſeth, That the ſaid *R K.* hath bargained and ſold, and by theſe preſents doth *&c.* unto the ſaid *R.W* all the Woolls of the proper growth of the Sheep of the ſaid *R.* K. this preſent year, being by eſtemation the Wooll of 5400 Sheep, or there abouts, at the price of 21 s. of *&c.* the Todd, all the ſame Wooll to be weighed by the half Stone which is 6 Todds and a half at a draught, and, at every ſecond draught, to allow unto the ſaid *R.W.* his Executors or Aſſigns, one Fleece of Wool for over-weight, according as the uſe and cuſtome hath heretofore been at *F.* aforeſaid: And all the ſaid Bargains of Woolls to be well waſhed, and to be wrought by a ſworn man, as the Woolls of the ſaid *R. K.* have heretofore accuſtomarily been: In conſideration of which ſaid Bargain of Woolls, the ſaid *R.W.* hath paid and delivered to the ſaid *R.* the Sum of 500 l. of *&c.* whereof the ſaid R. acknowledgeth the Receipt accordingly by theſe preſents. And, The ſaid R. for him, his Executors, Adminiſtrators,

500 l. Conſideration.

ſtrators, and Aſſigns, doth covenant and grant, to and with the ſaid R. *W.* his Executors and Aſſigns, by theſe Preſents, That he the ſaid R. his Executors, Adminiſtrators, or Aſſigns, at his, or their own proper coſts and charges, ſhall and will well and truly deliver, or cauſe &c. to the ſaid R. *W.* his Executors or Aſſigns, all the ſaid bargain of Woolls of the ſaid kind, growth, and goodneſs aforeſaid, at or before the laſt day of *S.* next coming after the date hereof, at the Mannor-place of the ſaid R. ſcituate in *F.* aforeſaid. *To deliver the Wooll.*

And, The ſaid R. *W.* for him, &c. covenanteth &c. That he the ſaid R. *W.* his Executors, Adminiſtrators, or Aſſigns, at and upon the full delivery of the ſaid bargain of Woolls, at *F.* aforeſaid, ſhall well and truly content and pay, or cauſe &c. to the ſaid R. his &c. the reſt and reſidue of ſuch Sums of Money, as the ſaid bargain of Woolls, at the price above ſpecified, ſhall amount unto, over and above the ſaid 500 l. paid and diſburſed by the ſaid R. to the ſaid R. before-hand, upon the bargain of Woolls as aforeſaid. *The Vendee to pay the reſidue of the money upon the delivery.*

And, The ſaid R. covenanteth &c. That if the ſaid bargain of Woolls, at and upon the delivery thereof as aforeſaid, ſhall not amount to the full Sum of 500 l. after the rate and price of 22 s. the Todd, that then he the ſaid R. his Executors or Aſſigns, at or upon the delivery of the ſame Woolls, ſhall well and truly content and pay, or cauſe &c. to the ſaid R. his Executors and Aſſigns, all ſuch mony, as the ſame Woolls ſhall want of the ſame 500 l. at the rate and price aforeſaid, without fraud or coven. In Witneſs, &c. *If the Wool do not amount to 500 l. the Vendor to pay ſo much money as will make it.*

A Bargain and Sale by two Co-heirs in Land, of a Reverſion.

THis Indenture, &c. Between *J. K.* &c. and *K.* his wife, and *E. C.* &c. Heirs of *J. S.* deceaſed, on the one part, and *T. B.* &c. on the other part, Witneſſeth, That whereas *A. S.* of *B.* in the County of *H.* Widdow, late the wife of *W. S.* deceaſed, now is lawfully ſeized of an Eſtate of Free-hold, for term of her life, of and in one Meſſuage ſet and builded in *B.* aforeſaid, and of and in divers Lands, Meadows, and Paſture, lying and being in the Pariſhes of &c. containing by eſtemation 20 Acres, be they more or leſs; the Reverſion of two ſix parts, of all and ſingular the Premiſſes do ſeverally belong and appertain to the ſaid *J. K.* and *K.* his wife, and *E. C.* and *M.* his wife, as to two of the Siſters and Heirs of the ſaid *J. S.* And, whereas alſo the ſaid *J. K.* did late purchaſe to him and his Heirs of *W. H.* of &c. and of *R.* his wife, and of *T. E.* of *H.* &c. and *A.* his wife, two other of the Siſters and Co-heirs of the ſaid *J. S.* their two ſix parts, of all and ſingular the Premiſſes, that is to ſay, one 3 d. part of all the ſame Premiſſes, as by one Indenture betwixt them thereof made, and bearing date the 13 day of *M.* now laſt paſt more plainly will appear. The ſaid *J. K.* and *K.* his wife, for the Sum of 60 l. of &c. to them paid before the enſealing of theſe preſents by the ſaid *T. B.* have given, granted, *Recital of the Eſtate for life in being.* *Of Free-hold.*

Bargain &c. ted, bargained, and ſold; And by theſe preſents do &c. unto the ſaid *T. B.* and to his Heirs and Aſſigns for ever, as well all the ſixt part of the ſaid *J. K.* and *K.* his wife, which they have in the right of the ſame *K.* of and in the ſaid Meſſuage, and all other the Premiſſes, as alſo all thoſe 2 ſixt parts, or one 3 d. part, of all and ſingular the ſame Meſſuage and Premiſſes, ſo by the ſaid *J. K.* purchaſed of the ſaid *W. H.* and *R.* his wife, and *T. E.* and *A.* his wife, as aforeſaid; and all the Eſtate, Right, Reverſion, Title, Intereſt, part, parts, and purparts whatſoever, which they the ſaid *J. K.* and *K.* his wife have, or either of them hath, or ought to have, of, in, or to the ſaid Meſſuage and Premiſſes, or to every, or any part or parts thereof whatſoever; and alſo, the ſaid *E. C.* and *M.* his wife, for the ſum of 24 l. of &c. have aliened, granted, bargained and ſold, and by theſe preſents &c. to the ſaid *T. B.* and to his Heirs or Aſſigns for ever, all the ſixt part of the ſaid *E.* and *M.* which they have in the right of the ſame *M.* of and in the ſaid Meſſuage, and all other the Premiſſes, and all their Eſtate, Right, Title, Reverſion, Intereſt, part, parts, and purparts whatſoever, which they the ſaid *E.* and *M.* his wife have, or either of them hath, or ought to have, of, in, or to the ſaid Meſſuage and Premiſſes, or in, or to every, or any part or parcel thereof whatſoever, and the ſaid *J. K.* and *K.* his wife, and the ſaid *E. C.* and *M.* his wife, for the conſideration aforeſaid, do by theſe Preſents bargain, and ſell to the ſaid *T. B.* all the Deeds, Charters, Evidences, and Writings, touching the Premiſſes, and every of them ſeverally do promiſe and grant to deliver unto the ſaid *T.* upon reaſonable requeſt at any time, ſo many of the ſaid Evidences, as they, or any of them have, or without Suit may come by,

Habend. without any manner of fraud or covin; To have and to hold all the ſaid parts of the ſaid Meſſuage and Premiſſes, with all and ſingular their Appurtenances, and all other the Premiſſes, by theſe Preſents, above bargained and ſold to the ſaid *T. B.* and to his Heirs and Aſſigns for ever, to the onely uſe, &c. And, The ſaid *J. K.* and *E. C.* for themſelves, and

Covenant for knowledging of Fines. for their Wives, their Heirs, Executors, and Adminiſtrators, and every of them, do ſeverally and apart, every of them only for the part of himſelf, and of the Heirs, Executors and Adminiſtrators, Covenant and Grant to, and with the ſaid *T. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe preſents, in manner and form &c. that they the ſaid *J. K.* and *K.* his wife, for their part, and alſo that the ſaid *E. C.* and *M.* his wife, for their part; at the coſts and charges in the Law of the ſaid *T. B.* or of his Executors, or Adminiſtrators in this preſent *H.* Term, holden at *Weſtmin.* by Fine, to be orderly levied and recorded before the Juſtice of the Court of *Common-Pleas*, &c. ſhall grant to the ſaid *T.* and his Heirs all the ſaid 4 ſixt parts of the ſaid Meſſuage, Lands, and Tenements, and all other the Premiſſes, by theſe preſents above bargained & ſold by the name of 4 Parts, into 6 parts divided of one Meſſuage, one Barn, one Garden, one Orchard, 22 Acres of Land, 2 Acres of Meadow, 15 Acres of Paſture, with their Appurtenances in *B. L. A W. A* and *T.* in the ſaid County of *H.* into 6 parts, divided as aforeſaid, and the ſame ſhall ſeverally warrant againſt them and the Heirs of the ſaid *K.* and *M.* for ever; and that the

ſaid

ſaid Meſſuage and Premiſſes, and every of them at the time of the levying and Engroſſing of the ſaid Fine, ſhall be and ſtand clearly acquitted and diſcharged, or otherwiſe or at all times ſufficiently ſaved harmleſs by the ſaid *J. K.* his Heirs or Executors for the part of the ſaid *J.* and *K.* his wife; and by the ſaid *E.* his Heirs or Executors for the part of the ſaid *E.* and *M.* his wife, of and from all and ſingular former Bargaines, Sales, Grants, Titles, Eſtates, and Incumbrances whatſoever, had, made, granted, or willingly ſuffered by the ſaid *J K.* and *K.* his wife on their part, and by the ſaid *E.C.* and *M.* his wife on their part, and alſo the ſaid *J. K.* and *K.* his wife on their behalf and their Heirs. And, the ſaid *E. C.* and *M* his wife on their behalf, and the Heirs of the ſaid *M.* ſhall and will at all time and times during 4 years next &c. at, and upon the reaſonable requeſt, coſts, and charges in the Law of the ſaid *T. B.* his Heirs or Aſſigns, do ſuffer, and acknowledge all and every ſuch thing or things, act and acts, in the Law, with ſuch warranty as aforeſaid, as ſhall be reaſonably deviſed or adviſed, by the learned Councel of the ſaid *T. B.* or of his Heirs or Aſſigns, for the aſſurance, ſure conveying and ſure making of all the ſaid 4 ſixt parts, and of all other part and parts, and of all the Eſtate, Right, Title, Reverſion and Intereſt which the ſaid *J.* and *K.* his wife, and their Heirs, and which the ſaid *E.* and *M.* his wife, and the Heirs of the ſaid *M.* ſeverally have, or may have, or claim to have, to, of, or in the ſaid Meſſuage, or other the Premiſſes to be had, conveyed and made ſure to the ſaid *T. B.* his Heirs and Aſſigns, to, and for the only uſe and behoof of the ſaid *T.* and of his Heirs and Aſſigns for ever. In Witneſs, *&c.*

For diſcharge of Incumbrances.

For further aſſurance.

A Bargain and Sale of a Reverſion, or Remainder of the third part of certain Lands.

This Indenture made, &c. between *R. T. &c.* on the one part, and *J. L &c.* on the other part, Witneſſeth; That whereas the late King *C.* 1. by his Letters Patents under the great Seal of *E.* bearing date at *W* &c. did amongſt divers other things, give and grant to *A. B.* the Scite, Circuit and Precinct of the late diſſolved Monaſtery or Priory of *M.* with the Appurtenances in the County of *L.* and all manner of Meſſuages, Houſes, Cottages, Barns, Stables, Dove-houſes, Mills, void Grounds, Gardens, Orchards, and other Edifices and Buildings, with their Appurtenances within the Scite, Circuit and Precinct of the ſaid late Monaſtery or Priory, and the Church yard, thereof, and all great Trees, Woods, and Under-woods growing and being in and upon the ſaid Scite, Circuit and Precinct of the ſaid late Monaſtery or Priory, or any part or parcel thereof, and the ſoyl and ground of the ſame great Trees, Woods, and Under-woods, and certain Meſſuages, Lands, Tenements, Meadows, Paſtures, Feedings, and Hereditaments of the clear yearly value of 8*l.* 12 *s.* of lawful &c. ſcituate, lying, and being in *B. H. B.* and *M.* in

Recital of Letters Patents.

the ſaid County of *L.* to the ſaid late Monaſtery or Priory, ſometime belonging and appertaining: To have and to hold the ſame to the ſaid *A. B.* for term of their lives, and the longer liver of them, the remainder thereof after their deceaſes to the Heirs of the body of the ſaid *A. B.* lawfully begotten; the Reverſion thereof in Fee-ſimple to the ſaid late King, the which ſaid Reverſion or Remainder of the 3 d. part of all and ſingular the fore-named Premiſſes is deſcended to the Lady *M.* now wife of *R.* Earl of *D.* and to the Heirs of her body, as one of the Co-heirs of the ſaid *A. B.* to take effect immediately after the deceaſe of the ſaid *A.* And the ſaid Reverſion or Remainder of one 3 d. part of all the ſame Premiſſes, the ſaid Earl and Lady *M.* now have to them and the Heirs of the ſaid Lady *M.* for ever, of the Gift and Grant of our ſaid Soveraign Lady Queen *Eliz.* by her Highneſs Letters Patents, bearing date, &c. as by the ſaid Letters Patents appeareth. And, the ſaid Earl and Lady *M.* by their Indenture of Bargain and Sale, dated 9. *J.* 16 *Eliz.* and enrolled in her Majeſties Court, commonly called the Kings Bench at *Weſtminſter*, have bargained, ſold, and conveyed, all their ſaid Reverſion and Remainder, and their whole Eſtate, of and in all and ſingular the Premiſſes to the ſaid *R. T.* and his Heirs for ever; As by the ſaid laſt recited Indenture may appear. Now, the ſaid *R. T.* for and in conſideration of the Sum of 533 *l.* 6 *s.* 8 d. of lawful &c. whereof &c. hath aliened, bargained and ſold, and by theſe Preſents doth &c. unto the ſaid *J. L.* his Heirs and Aſſigns for ever, all thoſe the ſaid Remainder and Remainders, Reverſion and Reverſions, which late were to the ſaid Earl and Lady *M.* and the Heirs of the ſaid Lady *M.* and which he the ſaid *R.* now hath, of and in the ſaid 3 d. part and portion, of and in all the ſaid Scite, Circuit, and Precinct of the ſaid late Monaſtery or Priory of *M.* with the Appurtenances, in the ſaid County of *L.* and of and in the 3 d. part and portion of the Demeſne Lands, of the ſaid late diſſolved Monaſtery or Priory of *M.* and of and in the 3 d. part of all the ſaid Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures and Hereditaments, of the ſaid yearly value of 8 *l.* 12 *s.* in *B. H. B.* and *M.* in the ſaid County of *L.* And alſo all the Right, Eſtate, Title, Intereſt, Reverſion, Remainder, Demand which he the ſaid *R. T.* hath, or ought to have, of, in, or to the ſaid bargained Scite, Circuit, and Precinct, Demeſne Lands, Tenements, Meſſuages, Lands, Hereditaments, and all and ſingular other the ſaid bargained Premiſſes, with their Appurtenances, by force and virtue of the ſaid Indenture of Bargain and Sale aforeſaid, or otherwiſe: And all Deeds, Evidences, Charters, Writings, Rentals, Books of Survey, Court-Rolls, Terriers, and Mynuments whatſoever, only concerning the above bargained Premiſſes, or only any part thereof: As many of which ſaid Deeds &c. To have and to hold, all that the ſaid Remainder and Remainders, Reverſion and Reverſions of the ſaid 3 d. part and portion of the ſaid Scite, Circuit, and Precinct of the ſaid late Monaſtery or Priory of *M.* and all the Houſes, and all and ſingular other the Premiſſes, with their Appurtenances, above by theſe preſents, bargained and ſold unto the ſaid *J. L.* his Heirs and Aſſigns for ever, to the onely uſe, &c.

Bargain &c.

Habend.

And

And, the ſaid *R. T.* covenanteth &c. in form &c. That the ſaid bargained Remainders or Reverſions of the ſaid 3 d. part of all and ſingular the ſaid Premiſſes, and of all and every part thereof now be, and at all times hereafter, ſhall be and continue clearly acquitted, exonerated and diſcharged, or otherwiſe ſufficiently ſaved harmleſs by the ſaid *R.* his Heirs, Executors and Adminiſtrators, of and from all and ſingular Feoffments, Bargains, Sales, Gifts, Grants, Leaſes, Wills, Annuities, Rents, Charges, arrearages of Rents, Bonds, Statutes, Recognizances, Mortgages, Judgements, Executions, Joyntures, Dowers, Fines for Alienations, Amerciaments, Charges, Titles, and Incumbrances whatſoever made or done, or to be made or done by the ſaid *R. T.* (The chief Rents and Services from the deceaſe of the Lady *K.* now Dutcheſs of *S.* to be due to the chief Lords of the Fee or Fees of the Premiſſes, and any intruſion or other forfeiture, charge, or Incumbrance, for not ſuing of Licence of alienation heretofore had, made, or ſufferred only except and fore-priſed.) And further, the ſaid *R. T.* covenanteth, &c. That he the ſaid *R. T.* and *J.* his wife, and the Heirs of the ſame *R.* and all and every other perſon and perſons, which lawfully have or ſhall, or may claim to have any lawful Right, Title, Intereſt or Eſtate, of, in, or to the above bargained Premiſſes, or any part thereof, by or from the Eſtate, Intereſt or Right of the ſaid *R.* ſhall and will at all times during one year next coming, upon every reaſonable, requeſt, and at the coſts and charges in the Law of the ſaid *J.* his Heirs or Aſſigns, do, make, knowledge, and ſuffer, and cauſe to be done, made, knowledged, and ſuffered, all and ſingular ſuch lawful and reaſonable act and acts, thing and things, with warranty only againſt the ſaid *R T.* and his heirs, or otherwiſe without warranty; as by the ſaid *J. L.* his Heirs or Aſſigns, or his or their Councel Learned, ſhall be lawfully deviſed, or adviſed, of and for all the ſaid above bargained Remainder or Reverſion of all the ſaid 3 d. part, of all and ſingular the above bargained Premiſſes, and every part thereof to be had and coveyed to the ſaid *J. L.* his Heirs and Aſſigns, for their own uſe for ever: So as the ſaid *R.* and *J.* for any ſuch aſſurance to be made or had, ſhall not be enforced or compelled to travel out of the City of *L.* And, it is covenanted, concluded, agreed and condeſcended by and between the parties to theſe preſents, and every of them; And, the ſaid R. *T.* for him, his Heirs and Aſſigns, doth covenant, conclude, agree, and condeſcend by theſe preſents, That all and every Eſtate and Eſtates, Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances now had and made, or hereafter to be had or made of the ſaid bargained Premiſſes, or any part thereof, by the ſaid R. *T.* or his Heirs, ſhall for ever be, and be deemed, judged and taken to be, to and for the only uſe and behoof of the ſaid *J. L.* and the Heirs and Aſſigns of the ſame *J. L.* for ever. And that all and every other perſon and perſons that now is, or that hereafter ſhall be ſeiſed of and in the Premiſſes, or any part or parcel thereof, for and to the uſe of the ſaid R. *T.* ſhall from henceforth ſtand and be ſeiſed of the Reverſion and Reverſions, Remainder and Remainders of the ſame Premiſſes, and every part thereof, to the only uſes, intents, limitations and purpoſes mentioned and

Covenant to diſcharge Incumbrances.

Exception.

For further Aſſurance.

All Fines to be to the uſe of &c.

ſpecified in theſe preſents, and to none other uſe or uſes, intent or purpoſe whatſoever. In Witneſs, &c.

A Bargain and Sale of an Annuity by him that hath the Grant thereof from another, under a Condition.

THis Indenture, &c. Between &c. Witneſſeth, That whereas *A. B.* of, &c. hath granted to the ſaid *C. D.* one Annuity or yearly Rent of 10 l. of &c. iſſuing out of all the Lands and Tenements of the ſaid *W.* in *E.* aforeſaid, or elſewhere in the County of *O.* yearly to be paid to the ſaid *A. B.* his Heirs and Aſſigns for ever, As by a pair of Indentures thereof made between the ſaid *W.* on the one part, and the ſaid *A.* on the other part, bearing date &c. more plainly and at large doth appear. In which Indentures there is a Proviſo and Condition contained: That if the ſaid *W.* his Heirs &c. do pay &c. to the ſaid *A.* his Executors &c. the ſum of 100 l. of &c. at the end of 10 years mentioned in the ſame Indentures; That then and from thenceforth the ſaid Annuity and yearly Rent ſhall clearly ceaſe and be no longer paid: As by the tenor of the Proviſo and Condition aforeſaid, contained in the ſaid former Indentures, will alſo appear. Now, the ſaid *A. B.* for and in conſideration, &c. hath given, granted, aſſigned, and ſet over; and by theſe Preſents doth give, grant, aſſign, and ſet over to the ſaid *C. D.* &c. the ſaid Annuity and yearly Rent of 10 pounds aforeſaid, and all the Eſtate, Right, Title and Intereſt of the ſaid *A.* and his Heirs and Aſſigns in and to the ſame: And all Right, Title, Intereſt, Power, and Authority, to take Diſtreſs and Diſtreſſes therefore, and for any part thereof, as fully and freely as the ſaid *A.* might or could do. And alſo the ſaid ſum of 100 l. and every part thereof, if it happen to be paid, and all the Right, Title, Claim, and Intereſt which the ſaid *A.* hath or may have in and to the ſame; And in and to every or any part thereof: To have, hold, perceive, receive, and enjoy the ſaid Annuity and every part thereof: And the ſaid 100 l. and every part thereof to the ſaid *A.* his Heirs and Aſſigns for ever, to the uſe, &c. In Witneſs, &c.

Proviſo.

Grant.

Habend.

An Indenture for the Sale of Swans.

THis Indenture made &c. Witneſſeth, That the ſaid *A. B.* for and in conſideration of the ſum of &c. Hath given, granted bargained and ſold: And by theſe preſents, &c. unto the ſaid *C. D.* his Heirs and Aſſigns for ever, all that my Game of Swans; that is to ſay, one Breeder, one Stag, and two Signets, with all the Commodities, Profits, and Increaſe coming and growing of the ſame Game of Swans: The which Game

Game be now swimming and being within the Kings River of *Thames*, between *Windsor* and *Black Wall*, or in any other Creeks and Streams belonging to the said River of *Thames*, being marked with the mark in the Margent. And also, The said *A. B.* for the Considerations aforesaid, doth by these presents fully and clearly give, &c. all and singular other his Game of Swans, Staggs and Signets, which now are swimming, or which hereafter shall be found in the River of *Thames* or elsewhere, marked with the said Mark: To have and to hold all the foresaid Game of Swans, with all the Premisses, coming, growing and increasing of the same unto the said *C. D.* his Executors and Assigns, to his and their own proper use, and as his and their own proper goods, for ever. In Witness, &c.

An Indenture of Bargain and Sale of a Statute.

Recital of the Statute.

THis Indenture made, &c. between *E. H.* of, &c. on the one part, and *J. W.* and *D. T.* Gent. on the other part; Witnesseth, That whereas *W. V.* of &c. and *J. S.* of, &c. by one Recognizance made according to the form of the Statute lately made and provided for the Recovery of Debts, bearing date, &c. the &c. taken, knowledged, and sealed before *R. C.* Kt. L.C. Justice of *England*, standeth bounden joyntly and severally unto the said *E. H.* in the Sum of &c. of &c. with condition thereunto made in a pair of Indentures of *Defeasance* for the sure payment unto the said *E. H.* his Executors, Administrators, or Assigns, of the sum of &c. of like money at the several dayes limited in the *Defeasance*: As by the same Recognizance and Indentures of *Defeasance* more at large it appeareth. Which Sum of &c. or any part thereof was not paid, or tendred to be paid to the said *E. H.* at the dayes of payment limited in the said *Defeasance*, but still remaineth unpaid: By force whereof the Recognizance of &c. now standeth forfeited, and is payable unto the said *E. H.* Now, the said *E. H.* for certain &c. him &c. Hath bargained, sold, given, granted, assigned, and set over; and by these presents doth fully and clearly &c. unto the said *I. W.* and *D. T.* as well the Statute or Recognizance and Sum of &c. therein contained, and every parcel thereof, and the one part of the Indentures of Defeasance, as also his Estate, Right, Title, Interest, and Demand of and in the same, and every part thereof: To have, hold, levy, recover, receive, perceive, and take and enjoy the same unto the said *I. W.* and *D. T.* their Executors and Administrators, to their own use for ever, without Let, Claim, or Demand of the said *E. H.* his Executors, Administrators, or Assigns, or any of them without any accompt or other thing thereof or therefore, or any part thereof or therefore, or any part thereof to him or them, or any of them in any wise to be had, made, yielded, or given. And, The said *E. H.* for him, his Heirs, Executors and Administrators, covenanteth and granteth to and with the

Bargain, &c.

Covenants to suffer to sue in ones name.

said *I. W.* and *D. T.* their Executors, Administrators, and Assigns, by these presents, That the said *E. H.* his Heirs, Executors, and Administrators, shall quietly permit and suffer the said *I. W.* and *D. T.* their Heirs, Executors, and Administrators, in the name and names of the said *E. H.* his Executors, or Administrators, to sue for, recover, and receive of the above named *W. G.* and *T. S.* or either of them, or of the Heirs, Executors, or Administrators, Lands, Tenements, Goods or Chattels of them or any of them, the said Sum of &c. specified in the said Recognizance by all such lawful ways and means, as to the said Attorneys, or their Learned Counsel shall be thought meet. And, to compound, agree, and conclude the same and every part thereof. And upon the Receipt of any Sum or Sums of Money, or upon any end, Composition or Agreement in this behalf had or taken, acquittances or other sufficient Discharges for and in the name of the said *E. H.* to make, seal, and deliver as his very Act and Deed. And, that the said *E. H.* at any time heretofore hath not made any former Assignment, Assurance, Release or Discharge of, for, touching, or concerning the said Recognizance and Sum of &c. therein contained, or any part thereof. And that the said *E. H.* his Heirs, Executors, or Administrators, shall not at any time hereafter acquit, release or discharge the said Recognizance, or the force or effect thereof, without the special consent and agreement of the said *I. W.* and *D. T.* or either of them, their Executors, Administrators, or any of them, and that the whole benefit, profit, and Commodity, and Execution of the said Recognizance, and all such sum and sums of mony, costs, charges and damages as shall happen hereafter to be had or gotten in any Action, Suit, Judgement, Extent, Remedy, or Execution (if any such shall happen to be had or obtained) shall be and shall redound only and wholly to the said *I. W.* and *D. T.* their Executors, Administrators, or Assigns, and to none other, without any Release or Discharge, Discontinuance or other Let therefore or thereof, or of any part thereof, or of any Actions, Suits, Remidies, Demands, Extents, or Executions, or any of them, upon the said Recognizance, or by any reason thereof in any wise hereafter to be had, taken, commenced or pursued by the said *E. H.* his Executors, Administrators, or Assigns, or any of them in any wise made or to be made, yielded or given, and without any Accompt or other thing thereof or therefore, or of any part thereof to the said *E. H.* his Executors, Administrators, or Assigns, or any of them in any wise to be made, yielded, or given, as is aforesaid. And, the said *E. H.* doth by these presents assign, ordain, make, authorize and depute, and in his place put and constitute the said *I. W.* and *D. T.* his true and lawful Attorneys irrevocable, joyntly and severally for him and in his name to do, execute, finish, and determine all and singular the Premisses, as is aforesaid, without any revocation or Countermand by the said *E. H.* his Executors Administrators, or Assigns, in any case to be made, yielded or given. In Witness &c.

To compound.

To seal Acquittances.

That he hath not discharged nor shall undischarge without License.

To suffer one to recover the profit of a Recognizance to his own use.

A Letter of Attorney.

A Bargain and Sale by a Co-heir, Son and Heir, of his Pre-party in certain Land.

THis Indenture &c. between *F. C.* of &c. Son and Heir of *M. C.* one of the Daughters and Co-heirs of *R. T.* of *S.* in the County of *G.* Esq; deceased, on the one part, and *N. M.* of &c. on the other part; witnesseth, That the said *F. C.* for and in consideration of the sum of &c. whereof &c. hath given &c. and by these presents doth give grant Bargain and sell to the said *N. M.* and his Heirs, for ever, all that part and pre-party of the said *F.* of and in all and singular those Messuages, Lands, Tenements, Rents, Reversions, and Hereditaments, scituate lying and being in *B.* in the County of *C.* now or late in the several Tenures of &c. and also all and singular Manors, Messuages, Mannors, Tenements, Rents, Reversions, Services, Courts, Perquisites of Courts, and Hereditaments whatsoever, and parts, and pre-parts of all and every Messuages, &c. which the said *F. C.* now lawfully hath, or ought to have, of any Estate whatsoever in *B.* aforesaid, or elsewhere in the County of *C.* and the Reversion, and Reversions, Rents, Issues, and Profits of all and singular the Premisses. And all and singular Deeds Evidences and Writings, only touching the Premisses, or only any part thereof. As many of which said Deeds &c. as the said *F. C.* hath in his custody, or that be in the custody of any other, by his consent or delivery, which he may get and come by without suit in the Law, He the said *F.* for him &c. Covenanteth &c. well and safely to deliver, or cause &c. to the said *N.* his Heirs, Executors, or Administrators, at the now Mansion-house of &c. at or on this side &c. To have and to hold all and singular the said Messuages, Lands, Tenements, Rents, Reversions, and Hereditaments, and all and singular other the Premisses, with their Appurtenances, to the said *N. M.* his Heirs and Assigns, for ever. And, the said *F. C.* for him, his Heirs, Executors, and Administrators, and every of them Covenanteth &c. in form &c. that is to say, That he the said *F. C.* now is, and standeth lawfully sole seised of a good and perfect, absolute and rightful Estate in Fee-simple, or Fee tayle in possession, or in Reversion expectant upon the determination of a Lease, or Leases for term of years of, and in the Messuages, Lands, Tenements, and Hereditaments or parts and pre-parts of Messuages, Lands, Tenements and Hereditaments, scituate lying, and being in *B.* aforesaid, in the said County of *C.* or within three miles distance thereof in the same County, to the clear yearly value of &c. or thereabout as the same are now letten and demised. And he the said *F. C.* and *M.* now his wife on this side the said &c. shall in due form of Law, and according to the ordinary manner of Fines, knowledge and levy one Fine with proclamation according to the due form and course of Law in the said County of *C.* unto the said *N. M.* and his Heirs, of all and singular the Messuages, Lands, Tenements, Reversions

Bargain &c.

Deeds.

Habend.

Covenants that the bargainor is seised in Fee-simple or Fee-tail.

To levy a Fine.

and Hereditaments aforesaid, or of all their part and purpart of the same as shall be requisit and agreeable to their estate with such, and so many terms, and words of course, as shall be sufficient to convey in the same Fine, all the Premisses; and the same to pass with warranty against all men. And also, that all and singular the above bargained Premisses now are and from henceforth shall stand, and continue, clearly and freely acquited and discharged, or otherwise from time to time, at all times sufficiently saved harmless, by the said *F.* &c. of and from all and singular former Bargains, Sales, Grants, Leases, Recognizances, Statutes, Joyntures, Dowers, Rents, Arrearages of Rents, Fines, Amerciaments, Estates, Titles, Charges and Incumbrances whatsoever, the Rents and Services hereafter to be due to be paid and done for the Premisses to the chief Lord and Lords of the Fee thereof, and all Leases for term of years, made only of the Moity, or one half of the said Bargains, Premisses, or not of any more than one Moiety thereof, and not exceeding 20 years now next to come, only except and foreprised. And further, that the above bargained Premisses are, and shall, or lawfully for ever may be and continue to the said *N. M.* his Heirs and Assigns, of the said clear yearly Rent and value of 7 l. over and above all yearly charges and reprises. And moreover, That the said *F. C.* and his Heirs from time to time at all times, during the space of 7 years next ensuing and upon every reasonable request, and at the costs and charges in the Law, only of the said *N. M.* his Heirs, Executors, or Assigns, shall, and will, do, make, knowledge, suffer and Execute, and cause &c. all and singular such lawful and reasonable act and acts, thing and things in the Law for the further Assurance, Conveyance, Surety, and fare-making of all and singular the above bargained Premisses to be conveyed and made fare to the said *N. M.* his Heirs or Assigns, for ever to the only use &c. as by the said *N. M.* his Heirs or Assigns, or by his or their Councel learned in the Laws of this Realm shall be reasonably and lawfully devised or advised. And, that all Assurances and Conveyances whatsoever had, made, or suffered, or to be had, made, or suffered by the said *F. C.* and *M.* his wife, or either of them, his, her, or their Heirs or Assigns, to the said *N. M.* his Heirs or Assigns, or to any other person or persons, shall be and enure to the only use and behoof of the said *N. M.* his Heirs and Assigns, for ever, and to none other use, intent or purpose. And also, that the said *N. M.* his Heirs and Assigns, shall or may from henceforth have and hold all and singular the above bargained Premisses, and lawfully and quietly have, take, perceive, receive, and enjoy all the Rents, Issues and Profits thereof for ever, without any Let, Trouble, or Impediment of the said *F. C.* or his Heirs, and without any lawful Let, Trouble, or Impediment or Eviction of any person or persons having or which shall have, or claim to have any Estate, Right, Title, or Interest, in, or to the Premisses, or any part thereof, by or from the said *F. C.* or *R. T.* or any of his or their Ancestors whatsoever. And, the said *N. M.* Covenanteth &c. That he the said *N.* or his Executors, upon reasonable request shall and will pay and allow to the said *F. C.* all such ordinary charges as the same *F.* shall necessarily

To discharge of Incumbrances.

Exceptions.

The yearly value.

For further Assurance.

To lead the uses.

For quiet enjoyment.

neceſſarily expend and lay out for the knowledging and paſſing of the ſaid Fine, ſo by the ſaid *F.* and his Wife to be kowledged as aboveſaid. In Witneſs, *&c.*

The Vendee to pay the Charges of paſſing the Fine.

Bargain and Sale of a Rent-Charge, wherein the Vendor (having formerly granted 30 l. per an. part of the ſaid Rent to one K. H. for life) Conveyes a Mannor to the Vendee for the life of the ſaid K. H. the Vendee, being to make the Vendor a Leaſe of the ſame Mannor during the life of K. H. at 30 l. rent.

THis Indenture *&c.* between *E. P.* Lord *M.* on the one part, and *J. L. &c.* on the other part. Witneſſeth, That whereas the ſaid Lord *M.* is ſeiſed in Fee-ſimple or Fee-tail, of one Rent-charge of 50 Marks by the year, iſſuing and coming and to be received and taken out of the Mannor of *S.* and divers other Meſſuages, Lands, and Tenements, in *S.* in the County of *B.* payable yearly at the Feaſts of St. *M* and *E.* by even portions, and of one rent of 100 *s.* *Nomine pœnæ*, to be paid as often as the ſaid rent of 50 Marks in part or in all, ſhall be unpaid by the ſpace of 4 months next after any day of payment of the ſame, likewiſe iſſuing and coming, and to be received and taken out of the ſaid Mannor and other the Meſſuages, Lands and Tenements, in *S.* aforeſaid, with authority and power to diſtrain for the ſaid rents and the arrearages of the ſaid rent of 100 *s.* in the ſaid Mannor, Meſſuages, Lands, and Tenements, and being alſo ſeiſed in Fee-ſimple, of the Mannor of *?* in the County of *H.* with the Appurtenances. Now, the ſaid *E. P.* Lord *M.* for and in conſideration of the ſum of 400 *l. &c.* whereof *&c.* Hath bargained and ſold, given and granted, and by theſe preſents, doth fully clearly and abſolutely bargain ſell, give and grant unto the ſaid *?*, *L.* all that the ſaid Mannor of *?*, and all Meſſuages, Lands Tenements, Rents, Reverſions, Services and other Hereditaments, with all and ſingular their Appurtenances, parcel of or belonging unto the ſaid Mannor, reputed, accepted, or taken, as part, parcel, or member of the ſame, ſcituate, lying and being, coming, growing, and renewing, in the ſaid County of *H.* or elſe where. And all that the ſaid Rent-charge of 50 Marks, iſſuing and coming out of the ſaid Mannor of *S.* and other the Lands, and Tenements in *S.* aforeſaid. And alſo all that the ſaid Rent of 100 *s.* *Nomine pœnæ*, for non-payment of the ſaid yearly Rent of 50 Marks to be received and taken out of the ſaid Mannor, and other the Meſſuages, Lands, Tenements in *S.* as aforeſaid. And all other Rents, Duties, and Profits, Advantages, Rights, Actions, Suits, Duties, Commodities and Demands, that the ſaid Lord *M.* hath or ought to have, of, or in the ſaid Mannor of *S.* Meſſuages, Lands and Tenements iſſuing or coming out of the ſaid Mannor, Meſſuages, Lands, and Tenements in *S.* with all and ſingular their Appurtenances, or any part therof. To have and to hold, perceive, levy, take, and enjoy all and ſingular the ſaid Rent of 50 Marks yearly, and the Rent of 100 *s.* *Nomine pœnæ*; and all other Rents, Duties, Profits, Advantages, Commodities, and Premiſſes

Note, the Counſel thought beſt not to recite the ſaid Deed, for that it might be loſt and ſo the purchaſor ſhould be in peril to loſe this Rent charge.

Note alſo that this Annuity might be claimed by preſcription for that the Lord M. and his Anceſtors had been ſeiſed of it a 100 years.

Habend.

misses out of S. as is aforesaid, before bargained and sold, or mentioned &c. by these presents, to the said J. L. his Heirs and Assigns for ever, to the only use and behoof of the said J. L. his Heirs & Assigns for ever. And *To have, and to hold*, the said Mannor of J. Lands, Tenements and other the Premisses thereunto belonging, or reputed, accepted, or taken, as part, parcel or member of the same, with their Appurtenances, unto the said J. L. and his Heirs, for and during the natural life of one K. H. And the said E. Lord M. for the consideration aforesaid, hath also bargained, sold, given, and granted; And by these presents &c. unto the said J. L. all the Deeds &c. concerning the said * Rents, Profits &c. in &c. aforesaid, or any of them; all which or as many &c. [A Covenant that the Lord M. is lawfully seised in Fee-simple, of the Mannor of J. and in Fee-simple, or Fee taile, of the Rent-charge and 5 l. *Nomine pœnæ*, without any Reversion or Remainder in the Queen;] And hath full power to convey the same to J. L. as aforesaid, and that the said Rent-charge is of a clear yearly value of 50 Marks of &c. over and above all Charges, Deductions, and Reprises: And of the same clear yearly value shall or may continue to the said J. his Heirs and Assigns for ever. And also that the said Mannor of J. and other the Premisses, thereunto belonging, be, and shall be or may continue to the said J. his Heirs and Assigns, for the term of the life of the said K. H. according to the tenor and true meaning of these presents, of the clear yearly value of 301. of &c. over and above all Charges and Reprises. And also, the said E. Lord M. covenanteth with the said J. L. &c. That as well the said J. L. his Heirs, Executors, and Assigns, in respect of the Premisses, as also the said Mannor of J. shall, or may from hence-forth continue remain and be unto the said J. L. his Heirs and Assigns, for and during the life of the said K. And also the said Rent and Premisses shall or may be and continue to the said J. L. his Heirs and Assigns, fully and clearly &c. or otherwise saved harmless of and from &c. hath, made, done, or committed by the said Lord M. or by any other person or persons, at or before the ensealing of these presents (one grant of 20 s. *per annum*, made of part of the said rent of 50 Marks to the said K. holden for the term of her life, and the chief Rents and Services of the said Mannor of J. to the chief Lord of the Fee thereof, and all Leases for terms of years, or lives and Copy-hold Estates heretofore made, whereupon old and accustomed rent, or more, is reserved, or shall be payable yearly, during the said Leases and Estates to the said J. L. his Heirs and Assigns. And all and singular such Charges and Incumbrances, by all which the said Mannor of J. shall not be made of the lesse value than of 40 l. by the year, only excepted and foreprised.) And further, the said E. Lord M. covenanteth &c. That he (the said Lord M. and his Heirs, and the right honourable Lady E. now his wife, and all and every other person and persons, having, or that hereafter shall or may lawfully have, or claim any Estate or Interest in the said Rents and other the Premisses, or of or to aforesaid, or any part thereof, other than the said K. H. for her said rent or sum of 30 l. during the term of her natural life, at the reasonable requests costs and charges in the Law &c. [A Covenant for further assurance]

&c.

* *The Mannor is assured in consideration that* K. H. *hath assurance of* 30 l. *a year out of the said Rent-charge of* 50. *Marks, that out of this Mannor Mr.* L. *might have* 30 l. *a year in lieu thereof, the which he receiveth upon a Lease that the Lord* M. *taketh of this Mannor from Mr.* L.

Except.

This general Exception was part in respect of Fees and Pentions, and such other petty charges as are paid to Officers.

And the said Lord M. doth further covenant &c. That he the said Lord M. and the said Honourable Lady now his wife, shall for more assurance &c.

[A Covenant for levying Fines to the said J. L. both for the Manno; of J. and the Rent-charge of 50 Marks and 5 l. Nomine pœnæ.] And, it is agreed and granted between the said Lord *M.* and *J. L.* for them their Heirs and Assigns, That the said Fines so to be levyed as aforesaid, from and after the ingrossing thereof, shall be to the only use hereafter expressed: And that the said *J. L.* his Heirs and Assigns, and all and singular other persons, and their Heirs and Assigns, shall stand and be seised of and in all the said Premisses, to the same uses: That is to say, Of and for the said rents and other the Premisses, out of *S.* to the only use and behoof of the said *I. L.* and of his Heirs and Assigns, for ever: And of and for the said Mannor of *I.* with the Appurtenances, to the use of the said *I. L.* and of his Heirs and Assigns, for and during the term of the natural life of the said *K. H.* and after her decease to the only use and behoof of the said Lord *M.* and of his Heirs and Assigns, for ever: In witness, *&c.*

All Fines to be to the use of &c.

A Bargain and Sale of a Reversion or Remainder in Land well passed.

THis Indenture *&c.* between *E. R.* &c. Son and Heir of *P. R.* deceased, late Wife of *I. R.* Esq; Father of the said *E.* and Daughter and Heir of *R. W.* &c. deceased on the one part, and *R. S.* &c. and *I. L.* &c. on the other part, Witnesseth, That whereas the said *R. S.* and *A.* his wife, sometimes the wife of the said *R W.* are now lawfully seised, in their Demesne as of Free-hold, as in the right of the said *A.* for and during the natural life of the same *A.* of and in the Mannor of *B.* &c. with the Appurtenances; and of and in all and singular Lands, Tenements, Meadows, Pastures, Feedings, Woods, Under-woods, Rents, Services, Profits, and Hereditaments, with their Appurtenances, to the said Mannor belonging or appertaining, or accepted &c. scituate lying and being *&c.* And of and in all that Messuage or Tenement &c. And also of and in one piece of Meadow &c. the Reversion or Remainder, Reversions, or Remainders, of all and singular the Premisses, with the Appurtenances, and of every part and parcel thereof now lawfully is, or are to the said *E. R.* and his Heirs belonging. The said *E. R.* for and in consideration of the sum of *&c.* whereof *&c.* Hath aliened, granted, bargained, and sold, and by these presents, doth clearly, and absolutely grant, alien, *&c.* unto the said *R. S.* and *I. L.* their Heirs and Assigns, for ever, the foresaid Mannor, Messuages, and piece of Meadow, and also all and singular other the Premisses, with the Appurtenances. And moreover, all that the Mannor of *B.* &c. with all the Rights, Members and Appurtenances thereof; And all those 16 acres &c. and all and singular Messuages, Houses, Edifices, Toftes, Cottages, Mills, Lands, Tenements, Meadows, Feedings, Pastures, Rents, Reversions, Services,

Recital of the estate for life, of the present possessors.

The Bargain.

Services, Rent-charge, Rent-seck, Rents reserved upon whatsoever Demises or Grants, Annuities, Annual Rents, Farms, Fee-Farms, Waters, Piscaries, Fishings, Woods, under-Woods, Fires, Heaths, Moors, Marshes, Commons, Wayes, void Grounds, Court-Leets, Perquisites and Profits of Courts and Leets, Views of Frankpledge, and all things to Court-Leets and Views of Frankpledge belonging or hereafter belonging, Bond-men, and Bond-women, and Villains, with their Sequels, Knights fees, Wards, Marriages, Escheats, Reliefs, Heriots, Goods and Chattels, Wayes, Profits, Commodities, Emoluments and Hereditaments whatsoever, with all and singular their Appurtenances, scituate, lying or being in the Towns, Fields, or Hamlets, of &c. to the said Mannor of B. belonging or appertaining, or as Members, parts or parcels of the same Mannor being had, known, accepted, used, reputed, demised, or letten, and the Reversion and Reversions, Remainder and Remainders of the aforesaid Mannor &c. and all and singular other the Premisses with their Appurtenances, and all and singular other the Mannors, Messuages, Lands, Tenements, Reversions, Remainders, Rents, Services and Hereditaments whatsoever, which the said E. hath or ought to have or at any time heretofore had within the said County of K. And also all the Right, Title, Interest, Reversion, Remainder and Demand whatsoever which the said E. hath or ought to have, or at any time heretofore had, of, in, or to the said Mannor, Messuages, Lands, Tenements, Hereditaments; and all and singular other the Premisses, with all and singular their Appurtenances, and all and singular Letters Patents, Deeds, Evidences, Charters, Wills, Writings, Court-Rolls, Terriors and Mynuments whatsoever touching or concerning the Premisses, with the Appurtenances or any part thereof, so many whereof as now be in Possession or Custody of the said E. and which he may lawfully come by without Suit in the Law, the said E. for him &c. covenanteth &c. to deliver or cause &c. to &c. before the Feast &c. unhurt, uncancelled and undefaced, To have, hold and enjoy, the aforesaid Mannor of B. &c. and all and singular the aforesaid Messuage &c. unto the said R. S. and I. L. their Heirs and Assigns, to the only use and behoof of the said R. and I. and of their Heirs and Assigns, for ever. And, the said E. R. for him, his Heirs, Executors, Administrators and every of them Covenanteth &c. to, and with, the said R. and I. and either of them, and the Heirs, Executors, and Administrators, and Assigns, of them, and of either of them by these Presents; That all and singular the Premisses, with all and singular the Appurtenances, and every part and parcel thereof now be, and at all times hereafter, and from time to time shall be and continue unto the said R. and I. their Heirs and Assigns, clearly acquitted, exonerated and discharged, or well and sufficiently saved harmless by the said R. his Heirs, Executors, or Administrators, of, and from all and singular Feoffments, Bargains, Sales, Gifts, Grants, Leases, Wills, Annuities, Rent-charge, Arrearages of Rent, Bonds, Statutes, Recognizances, Mortgages, Judgements, Executions, Titles, Charges, and Incumbrances whatsoever, had, made, done, or agreed unto by the said E. P. R. his Mother, and the said I. R. his Father, or any of them, or by the means, assent, consent, or

Writings.

Habend.

Covenant for discharge of Incumbrances.

or procurement of them, or any of them, or hereafter to be made, done, or agreed unto by the ſaid *E.* (the chief Rents and Services, from henceforth to grow due for the Premiſſes to the chief Lord or Lords of the Fee or Fees thereof, and the ſaid Eſtate, and Intereſt of the ſaid *R.C.* and *A* for and during the term of the natural life of the ſaid *A.* only except and forepriſed) And, the ſaid *E.* further Covenanteth, &c. That he the ſaid *E.* and *M.* now his wife, and either of them, and the Heirs of the ſaid *E. R.* and the ſaid *J. R.* and all and ſingular perſon or perſons whatſoever, which have or ſhall, or may lawfully claim to have any lawful Right, Title, Intereſt or Eſtate, of, in, or to, all and ſingular the Premiſſes, or any part thereof, by, from, or under the Eſtate, Intereſt, or right of the ſaid *E.R. P.R.* and *J.R.* or any of them, ſhall and will at all times, and from, &c. during 3 years next enſuing the date of theſe preſents upon reaſonable requeſt and coſts and charges in the Law of the ſaid *R.*&c. do, make, knowledge &c. and cauſe all and ſingular ſuch lawful and reaſonable act and acts, thing and things, with warranty only againſt the ſaid *E.R.* and *P.R. J. R.* and every of them their Heirs and Aſſigns, and the Heirs and Aſſigns of every of them or otherwiſe without warranty, be it by Fine, Feoffment, &c. for the aſſurance, conveying and ſure making of all and ſingular the Premiſſes, with the Appurtenances, and every part thereof unto the ſaid &c. to the uſe of the ſaid &c. according to the intent of theſe preſents, as by the ſaid &c. or his or their Councel learned ſhall be lawfully and reaſonably deviſed or adviſed. And, it is covenanted, concluded and agreed by, and between the ſaid parties to theſe Preſents; And every of them, for his Heirs and Aſſigns, doth Covenant, Conclude and Agree by theſe preſents, That all and every Eſtate and Eſtates, Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances now had and made, or hereafter to be had or made of all and ſingular the Premiſſes, or any part thereof by the ſaid *E. R.* and *M.* his wife, and the ſaid *J. R.* or any of them, or by the Heirs of &c other then the Eſtate of the ſaid *R.S.* and *A.* for the term of the life of the ſaid *A.* ſhall for ever be, and be deemed, judged and taken to be, and by theſe preſents is and are expreſſed, limited and declared to be intended and mentioned to be, to and for the only Uſe and Behoof of the ſaid *R. S.* and *J. L.* and of their Heirs and Aſſigns for ever. And that all and every perſon and perſons that now is, or are, or that hereafter ſhall be ſeiſed of and in the Premiſſes, with the Appurtenances, or any part thereof by force or means of any of the ſame Eſtates, Fines, Recoveries, Conveyances or Aſſurances, (except before excepted) ſhall from henceforth ſtand and be ſeiſed of all and ſingular the Premiſſes, with the Appurtenances, of every part and parcel thereof, to the only Uſe and Behoof of the ſaid *R.* and *J.* their Heirs and Aſſigns for ever, and to none other Uſe or Uſes, Intent or Purpoſe whatſoever. And moreover, the ſaid *E.R.* covenanteth, &c. That he the ſaid *E.* at the time of the Enſealing and Delivery of theſe preſents, is lawfully and perfectly ſeiſed of, and in, the immediate Reverſion or Remainder of the ſaid Mannor, &c. immediately Expectant and Dependant upon the ſaid Eſtate for term of the natural Life of the ſaid *A.* of a good, perfect, abſolute

Exception of the chief Rents and the Eſtate for life.

For further Aſſurance.

Agreement, that all aſſurances ſhall be to the uſe of the Vendees.

Seiſed of the immediate Reverſion and in Fee, &c.

absolute lawful and indefeisable Estate in Fee-simple to the only use of the said *E.* and of his Heirs and Assigns for ever, without any Reversion or Remainder thereof, or of any part thereof being in our said Sovereign Lord the King his Heirs or Successors; and that the said Reversion or Remainder of all and singular the Premisses, with the Appurtenances, and of every part thereof, by, and after the decease of the said *P. R.* shall lawfully and rightfully descend and come to the said *E.* as Son and next Heir of the said *P. R.* by right of Inheritance according to the Laws of this Realm. And that he the said *E.* hath good lawful, and rightful Title, and absolute and perfect Power and Authority to Grant and alien, bargain, sell, convey and assure all the said Reversion or Reversions, Remainder or Remainders of all and singular the Premisses, with all and singular the Appurtenances, in manner and form aforesaid, unto the said &c. their Heirs or Assigns, to the only use, &c. according to the tenor and true meaning of these Presents. In Witness, *&c.*

Authority to sell, &c.

A Bargain and Sale of Land, upon Condition for payment of a sum of Money.

THis Indenture, &c. between *J. J.* &c. on the one part, and *G.* &c. on the other part; Witnesseth, That the said *J. J.* for and in consideration of the payment of the several sums of money hereunder mentioned according to the tenor and purport of these presents to be paid; Hath granted, bargained and sold, &c. unto the said *G.* his Heirs and Assigns, under the condition hereafter in these presents specified, all that his Water-Mill, &c. To have, &c. to the said *J.* his Heirs and Assigns for ever, to the only use of, &c. upon, and under the condition following, and not otherwise; that is to say, That he the said *G.* his Heirs Executors, Administrators or Assigns, shall pay &c. the sum of &c. in form, &c *viz.* on the last day &c. Provided always, and is agreed between the said parties to these presents for themselves, their Heirs and Assigns, and every of them by these Indentures, That if default shall be made of, or in payment of the said 50 l. or any part thereof, contrary to the form of these presents above limited, that then and at all times, from and after any such default made of the said sum of 50 l. or any part thereof. These present Indentures, and the Grant, Bargain and Sale thereby made of all and singular the Premisses, and also the Inrollment and Record thereof, shall be utterly void and frustrate, and that then and at all times from thenceforth, it shall and may be lawful to and for the said *J. J.* his Heirs and Assigns, into the said &c. to re-enter, and the same to have again as in the former Estate of the said *J.* and that then all and every person and persons that now be, or that then shall be seised of the said &c. shall thereof and of every part and parcel thereof stand and be seised to the only use of the said *J.* his Heirs and Assigns for ever, and to none other use, intent or purpose whatsoever: This Indenture, &c.

Bargain &c.

Habend.

Proviso if the Vendee make default the Bargain and Sale to be void, and the Vendor to re-enter.

to the contrary, &c. And, the ſaid *J. J.* doth Covenant, &c. in form &c. That he the ſaid *J.* his Heirs, Executors, or Adminiſtrators, ſhall and will from time to time, and at all times, from and after payment made of the ſaid ſum of 50 l. according to the purport and true meaning of theſe preſents at his and their own coſts and charges, diſcharge or ſufficiently ſave and keep harmleſs as well the ſaid *G.* his Heirs, Executors and Adminiſtrators, and every of them, as the ſaid Mill, &c. and of and from all and ſingular former bargains, &c. heretofore had, made, done or committed, or hereafter to be had, made, done or committed by the ſaid *J.* or any other perſon or perſons by or through his Means, Title, or Procurement in any wiſe. And furthermore, That at all times, and from time to time during the ſpace of one whole year next after ſuch full payment made of the ſaid ſum of 50 l. ſo made to the ſaid *J.* &c. he the ſaid *J.* and *J.* his wife, and the Heirs of the ſaid *J.* and all and every other perſon and perſons which ſhall lawfully have or claim any thing of, in, or to the Premiſſes, or any part thereof by, from, or under the ſaid *J.* or by or under his Eſtate, Right or Intereſt, upon reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *G.* and of his Heirs and Aſſigns; ſhall and will do, knowledge, and ſuffer to be done, within the Cities of *L.* and *W.* all and every ſuch further and reaſonable Act and Acts, Thing and Things, with warranty only againſt the ſaid *J.* &c. and his Heirs, as ſhall be lawfully and reaſonably deviſed or adviſed by the ſaid *G.* &c. for the conveying and aſſuring, and for the ſure-making of all and ſingular the Premiſſes to be had and made ſure to the ſaid *G.* his Heirs and Aſſigns for ever, without any condition. And further, That he the ſaid *J.* his Heirs, Executors, or Adminiſtrators, upon every payment made of the ſeveral payments afore ſaid, ſhall and will make or cauſe to be made and delivered as his or their Deed to the perſon or perſons that ſhall make any ſuch payment, one ſufficient Deed of acquittance, teſtifying the payment and Receit of every ſuch ſum of money ſo then paid. In Witneſs, *&c.*

Diſcharge of Incumbrances.

For further Aſſurance.

The Vendor to give an Acquittance for what money he receives.

A Bargain and Sale of Goods, with Condition for Redemption.

This Indenture, *&c.* between *&c.* Witneſſeth, That the ſaid *J. G.* for and in conſideration of the ſum of 40 l. of, &c. the receipt, &c. hath bargained, ſold, given and granted, and by theſe Preſents doth bargain, ſell, give and grant unto the ſaid *J. H.* one ſilver Tankard, &c. All which Plate afore-mentioned, the ſaid *J. G.* hath, at and before the enſealing hereof, delivered into the hands and poſſeſſion of the ſaid *J. H.* To have and to hold the ſaid ſilver Tankard, and all other the Goods and Chattels whatſoever, above by theſe Preſents bargained and ſold, given and granted, or mentioned, or intended to be by theſe preſents bargained and ſold, given and granted, and every part thereof unto the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, to his and their own proper uſe for ever, freely as his and their own proper goods. And, the ſaid

Habend.

Poſſeſſion given ſaid *J. G.* hath put the ſaid *J. H.* in full poſſeſſion of all the Premiſſes, by delivery of the ſaid ſilver Tankard, parcel of the Premiſſes, in the name of a full poſſeſſion of all the reſidue of the Premiſſes, Goods and Chattels whatſoever. *Proviſo.* Provided allwayes, and upon this Condition following, viz. That if the ſaid *J. G.* his Heirs, Executors, or Adminiſtrators, do well and truely pay or cauſe to be paid unto the ſaid *J. H.* or to his certain Attorney, his Executors, Adminiſtrators, or Aſſigns, at or in the now dwelling-houſe of the ſaid *J. H.* ſcituate in *C.* aforeſaid, the Sum of 40 l. of lawful money of *E* in manner and form following; *viz.* &c. That then this Indenture to be void: But if default be had or made in payment of the ſaid 40 l. in part or in all, contrary to the manner and form aforeſaid; *For quiet enjoyment, in caſe of non-payment.* That then this preſent Indenture to ſtand in full force and effect. And, The ſaid *J. G.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant, to and with the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, as followeth, *viz.* That in caſe the ſaid *J. G.* his Executors or Adminiſtrators, ſhall make default in payment of the ſaid 40 l. or any part thereof, contrary to the manner and form in the Condition before in theſe preſents contained; Then the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may for the conſideration aforeſaid, peaceably and quietly have, hold and enjoy, to his and their own proper Uſe for ever, the ſaid ſilver Salt, &c. and all the Premiſſes above by theſe preſents bargained, ſold, and granted, or mentioned, or intended to be, &c. and every part and parcel thereof, with all and ſingular the Appurtenances, without any lawful Let, Trouble, Expulſion, Eviction, Moleſtation, or Denial of the ſaid *J. G.* his Executors, or Adminiſtrators, or of any other perſon or perſons whatſoever. *For payment of Money according to the Proviſo.* And alſo, That he the ſaid *J. G.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 40 l. &c. in manner and form as aforeſaid, according to the true meaning of theſe preſents. *For redelivery in caſe of payment.* And, The ſaid *J. H.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant, to and with the ſaid *J. G.* his Executors, Adminiſtrators and Aſſigns, by theſe preſents, that he the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will immediately after the receipt of the ſaid 40 l. according to the true meaning of the Condition aforeſaid, upon reaſonable requeſt well and truly re-deliver, or cauſe to be delivered unto the ſaid *J. G.* his Executors, Adminiſtrators, or Aſſigns, the ſaid ſilver-Salt, &c. Which Plate, the ſaid *J. H.* received of the ſaid *I. G.* at and before the enſealing hereof as aforeſaid, in as good caſe as the ſame and every of them now are. In Witneſs, *&c.*

Another

Another with Goods, &c. with ſome difference in the form.

TO all to whom theſe preſents ſhall come, &c. *A. B.* &c. Greeting Know yee, That I the ſaid *A. B.* being in perfect underſtanding and in good memory, without Fraud, Deceit, or Guile, for divers good and reaſonable cauſes and conſiderations, me hereunto ſpecially moving, have given and granted, and by this my preſent Writing have confirmed unto *C.D.* Widdow, late wife of *T.D.* all and ſingular ſuch Goods, Things, Implements, and Moveables, being in or about the dwelling houſe of me the ſaid *A.B.* in the Pariſh of &c. contained and ſpecified in a certain Schedule, ſubſcribed by the proper hand of me the ſaid *A. B.* To have and to hold the ſaid Goods, &c. as her proper Goods, &c. for ever, freely quietly, peaceably, and intirely, without any Contradiction, Claim, Diſturbance, or Hinderance of any perſon whatſoever; and without any account to me, or to any other whomſoever, to be made, anſwered, or hereafter to be rendred: So that neither I the ſaid *A. B.* nor any other for me, or in my name, and any Right, Title, Intereſt or Demand, of or for the ſaid Goods, Implements, Things, and Moveables, or any part or parcel thereof, ought to exact, challenge, claim, or demand at any time hereafter; But from all Action, Right, Eſtate, Title, Claim, Demand, Poſſeſſion, and Intereſt thereof ſhall be wholly barred and excluded by force of theſe preſents. *Warranty.* And, I the ſaid *A. B.* my Heirs, Executors, and Adminiſtrators, all and ſingular the Goods, Things, Implements, and Moveables aforeſaid, to the ſaid *C.D.* her Executors and Adminiſtrators, againſt all people will warrant, and for ever defend by theſe preſents; Of which Goods, Things, Implements, and Moveables, I the aforeſaid *A. B.* have put the ſaid *C.D.* in full and peaceable poſſeſſion, by giving and delivering of one penny of lawful Engliſh money which I gave and delivered at the ſealing and delivery of theſe preſents. *Giving poſſeſſion.* In Witneſs, *&c.*

A Bill of Sale of Goods for payment of Debts.

TO all, to whom theſe preſents ſhall come, *T. H.* of &c. ſendeth greeting; Whereas I the ſaid *T. H.* am indebted unto divers and ſundry perſons in divers great Sums of Money: And, Whereas *P. L.* of &c. and *H. D.* of &c. have heretofore at my requeſt entred into ſecurity for and with me the ſaid *T. H.* and for my only debts due unto divers perſons, as well for payment of mony, as otherwiſe, whereof they are not as yet ſecured, diſcharged, nor freed. And, Whereas I the ſaid *T. H.* am fully minded and determined as well hereby to ſecure and ſave harmleſs the ſaid *P. L.* and *H. D.* of and for all and every ſuch Sums and ſecurities, as they or either of them ſtand charged or chargeable withall, for or with me the ſaid *T. H.* And, likewiſe that they the ſaid *P. L.* and *H. D.* ſhall and may duly and truly with the reſidue of the Goods, Chattels, and Cattel to them herein or hereby given granted and confirmed, or meant and mentioned to be herein or hereby given, granted, or confirmed, ſatisfie and pay all ſuch Debts and Sums of money, as I am any way indebted or do owe unto any

Bargain &c. perſon or perſons whatſoever. Now know yee, That I the ſaid *T. H.* for and upon the conſideration afore ſpecified, have given, granted, and confirmed; and by theſe preſents, do give, grant, and confirm unto the ſaid *P. L.* and *H. D.* all and ſingular my Goods, Cattel, and Chattels whatſoever, as well real as perſonal, Money, Plate, Jewels, Houſhold-ſtuff, and Implements of Houſhold, Leaſes, and Term or Terms of years whatſoever, of what Name, Nature, Quality, or Condition ſoever the ſame be, and in whoſe hands, cuſtody, or poſſeſſion ſoever the ſame be, or ſhall or may be found as well in the ſeveral Counties of *S. D.* and *R.* or elſewhere, within the Realm of *England*; *To have and to hold* the ſame unto the ſaid *P. L.* and *H. D.* and their Aſſigns for ever, to and for the proper Uſe and Behoof of the ſaid *P. L.* and *H. D.* and their Aſſigns, and to no other Uſe, Intent, or Purpoſe whatſoever: Of which ſaid Goods, Chattels, and Premiſſes, I the ſaid *T. H.* have put the ſaid *P. L.* and *H. D* in full and peaceable poſſeſſion, by the delivery to them of one piece of ſilver, at the time of the ſealing and delivery of theſe preſents. In Witneſs, *&c.*

Habend.

Of Goods and Chattels to a mans Son.

TO all, to whom, &c. *R. V.* of &c. Greeting; Know yee, That I the ſaid *R. V.* as well for and in conſideration of divers Charges, Expences, and Coſts, which *R. V.* my Son hath had, ſuſtained, and been at, in the Suſtentation and Maintenance of me the ſaid *R.* and *M.* my Wife, and of my Houſe and Family, As alſo for divers other good cauſes and conſiderations me thereunto ſpecially moving, Have given and granted, and do give, grant, and confirm to the ſaid *R. V.* my Son, all and ſingular my Goods and Chattels, Moveable and Moveables, as well living as dead, of what kind or ſort ſoever the ſame be, or whereſoever they are, or in whoſe hands ſoever the ſame Goods or Chattels now are, or hereafter may be found. And all manner of Terms and Eſtates which I have in any Lands, Tenements, Poſſeſſions or Hereditaments to me before this time, by any perſon or perſons demiſed, ſet, or to Farm let, for term of life or years in *L.* aforeſaid, and elſewhere, in the ſaid County of *C.* And alſo, I have given and granted to the ſaid *R. V.* my Son, all and ſingular Debts and Sums of money whatſoever, which any perſon or perſons at the day of the making of theſe preſents, doth, or do owe unto me by force of any Writing Obligatory, Covenant, Bargain, Sale, Contract, or otherwiſe, for any cauſe whatſoever; *To have, hold, uſe, and enjoy* all and ſingular the aforeſaid Goods and Chattels, Eſtates, Terms, and Debts and all other the Premiſſes whatſoever unto the ſaid *R. V.* my Son, his Executors and Aſſigns, to the only Uſe, Benefit, and Behoof of the ſaid *R. V.* and his Aſſigns for ever: In Witneſs, *&c.* *Indorſed,*

Habend.

Sealed and delivered the day and year within written, and a Penny delivered in the name of the poſſeſſion of the Goods and Chattels within granted, in the preſence of, &c.

Bill

Deed of Gift by the Father of all his Goods to his Son (the Son being to keep the Father and Mother as long as they live.)

THis Indenture &c. made between *R.T.* of &c. on the one part, and *R T.* on the other part; Witnesseth, That whereas the said *R.T.* hath heretofore given and bestowed to and amongst all his Children (other then the said *R.T.* his younger Son) a great part of all his Goods and Chattels, to and for their preferment in Marriage, and otherwise: And hath also granted unto *P.T.* his eldest Son, a certain part and portion of his Messuage, Farm, and Tenement, for the preferment and maintenance of the said *P.* his wife and Family. And forasmuch as the said *R.* hath hitherto given or bestowed, little or nothing at all unto the said *R.* who being yet unprovided for, standeth in great need to have the residue of all his said Goods. Now, the said *R.* not only for the causes and considerations aforesaid, but also to and for the end and purpose, that the said *R T.* his Executors and Administrators, shall and may the better maintain, cherrish and keep him the said *R.* and *J.* his wife, during the term of their natural lives, with Meat, Drink, Lodging, Apparel, and all other Necessaries, in such manner and form as hereafter in and by these presents is mentioned and expressed: Hath therefore given, granted, bargained and sold, and by these presents doth fully, freely, clearly and absolutely give unto the said *R.T.* all and singular his Goods and Chattels, real and personal, moveable and unmoveable, Debts, Sum and Sums of Money, Corn, Grain, Plate, Jewels, Implements of Husbandry, and Housholdstuff, of what sort, kind, nature, or condition soever the same be, or in whose hands, custody, or possession soever the same shall happen to be found within the Realm of *England*, together with all the increase, profit, and advantage thereof, coming growing, increasing, or arising: To have and to hold all and singular the said Goods, &c. together with all the increase, &c. to the said *R.T.* his Executors, Administrators, and Assigns, to the sole and proper use of him the said *R.T.* his Executors &c. for ever, as fully, freely, and in as ample manner and form, to every Intent and Purpose, as the said R. *T.* could, should, or of right ought to have, or enjoy the same, be it by Indenture, Deed, or otherwise. And, the said R. *T.* in consideration thereof for himself, &c. doth covenant &c. to and with the said R. *T.* his Executors, &c. by these presents, That he the said R. *T.* his Executors &c. shall and will from time to time, and at all times hereafter, for and during the natural and several life and lives of the said R. *T.* and *J.* his wife, maintain, find, cherish, and keep the said R. and *J.* and either of them, with competent and sufficient Meat, Drink, and Lodging, Apparel, Washing and Wringing, and all other things needful, meet, and necessary for them, according to their degree and calling in every respect. In Witness &c.

Bargain &c.

Habend.

The Son Covenants to provide for his Father and Mother during their lives.

A Deed of Bargain and Sale to enfranchiſe a Copyhold, after the determination of the Eſtate for life of the Bargainors Mother in the Mannor.

Recital that the Bargainor is ſeiſed of the Reverſion of the Mannor.

THis Indenture made &c. between &c. Whereas the ſaid *T. L.* is by good right and title lawfully ſeiſed of and in the Reverſion and Inheritance of the Mannor of *L.* in the County of *E.* expectant immediately upon an Eſtate which *M. L.* Mother of the ſaid *T. L.* hath in the ſame for the term of her life; And whereas *J. P.* of *L.* in the ſaid County of *E.* Eſq; is and ſtandeth ſeiſed of a Meſſuage and certain Lands, Tenements, and Hereditaments, being Cuſtomary and Copyhold, herein after particularly mentioned, lying and being in *L.* aforeſaid, within and parcel of the ſaid Mannor, to him, his Heirs and Aſſigns for ever; as by the Surrenders in that behalf, and the Court-Rolls of the ſaid Mannor, more at large may appear:

That the Bargainor is ſeiſed of Land being Copyhold.

Bargain &c.

Now, this Indenture Witneſſeth, That the ſaid *T. L* for and in conſideration of the ſum of &c. And for the enfranchiſing and freeing of the Meſſuages, Lands, Tenements, and Hereditaments, and other things hereafter mentioned, (after the deceaſe of the ſaid *M. L.* from all Copyholds, Cuſtoms, Fines, Heriots, and Services to be done unto or claimed by the Lord or Lords of the Mannor aforeſaid, Hath granted, bargained and ſold; and by theſe preſents doth, &c. unto the ſaid &c. their Heirs and Aſſigns for ever, All that Manſion houſe, &c. and all Wayes, Paſſages, Eaſements, Commodities, Appurtenances, and Hereditaments whatſoever to the ſaid Manſion houſe, &c. and all other the Premiſſes herein before mentioned, to be hereby granted, bargained or ſold, and to every of them, and every or any part or parcel thereof belonging or appertaining to or with the ſame, or any of them, or any part or parcel thereof, heretofore occupied, uſed or enjoyed, or accepted, reputed, or taken as part, parcel, or member thereof; And the Reverſion and Reverſions, Remainder and Remainders, and all Rents and yearly profits of all and ſingular the Premiſſes herein before mentioned, to be thereby given, granted, bargained or ſold, and every of them, of every part and parcel thereof. And all Woods, Under-woods, and Trees, ſtanding, growing, or being in or upon the Premiſſes, or any of them, or any part or parcel thereof. And the Land, Ground, and Soyl of the ſaid Woods, or Under-woods and Trees, and all the Eſtate, Right, Title, Uſe, Poſſeſſion, Reverſion, Remainder, Claim and Demand whatſoever, which he the ſaid *T. L.* and his Heirs, or any of them, have, hath, or had, may, might, or ought to have, of, in, to, or out of any of the ſaid Manſion houſe, Meſſuages, Lands, Tenements, and Hereditaments herein before mentioned, to be hereby granted, bargained, or ſold, and of, in, to, for, or out of any of them, and every or any part or parcel thereof. All which Premiſſes at a Court Barron of *E. R.* Eſq; then Lord of the Mannor aforeſaid, there holden on the 2d. of *J.* in the 2d. year of &c. were ſurrendred by *R. R.* Son and Heir of *H. R.* and *E.* wife of the ſaid *R.* by the name of &c. And all other Cuſtomary Meſſuages, Lands, Tenements, and Hereditaments whatſoever which the aforeſaid *H.* late had, or which the aforeſaid *H. R.* had or ought to have within the Juriſdiction of the ſaid Mannor, with all and ſingular their Appurtenances whatſoever, to the uſe and behoof,

behoof of *R. P. C. S. &c.* and *M* his wife, and of the Heirs of the ſaid *R.* for ever, as by the Court-Rolls of the ſaid Mannor in that behalf may appear; To have, hold, and enjoy the ſaid Manſion houſe *&c.* unto the ſaid *&c.* their Heirs and Aſſigns for ever, to the only proper uſe and behoof of the ſaid *&c.* their Heirs and Aſſigns for ever, free, from and after the deceaſe of the ſaid *M. L.* of all Copyhold Cuſtoms, Fines, Heriots, and Services whatſoever; *Yielding* yearly unto the ſaid *T. T.* his Heirs and Aſſigns, from and after the deceaſe *&c.* of lawful *&c.* in the name of a Quit-Rent at the Feaſt day of *&c.* only in ſatisfaction of all other Demands, Cuſtoms and Services whatſoever. And if it ſhall happen *&c.* then to diſtrain *&c.* and the Diſtreſs there taken, to Impound, detain, and diſpoſe according to Law. [*A Covenant to free the Premiſſes of Incumbrances; As alſo from and after the deceaſe of the ſaid &c. of and from all Fines, Heriots, and Services whatſoever therefore in any caſe to be paid, done, or performed, (except the ſaid yearly Quit-Rents of, &c. hereby reſerved, and except the ſtate of the ſaid, &c.)* [*A Covenant to make further Aſſurance, &c.*] *Habend.*

An Indenture of Bargain and Sale in which the Truſtee joyns.

THis Indenture, made the 13th day of *S.* in the 14th year of the Reign of our Soveraign Lord *Charles* the 2d. *&c.* between *I. K.* the elder of *H.* upon *T.* in the County of *M.* Gent. *I. K.* the younger Son and Heir apparant of the ſaid *I. K.* the elder, and *I. M.* Gent. Son and Heir of *I. M.* late of *T.* in the County of *S.* Gent. deceaſed on the one part; And *E. R.* of *L. M.* of the other part; Witneſſeth, That for and in conſideration of the ſum of 300 *l.* of lawful money of *England*, to the ſaid *I. K.* the elder in hand paid by the ſaid *E. R.* at and before the enſealing and delivery of theſe preſents: The receipt and payment whereof, the ſaid *I. K.* the elder doth hereby acknowledge, and thereof and of every part and parcel thereof, doth clearly exonerate, acquit, and diſcharge the ſaid *E. R.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them for ever by theſe Preſents; And of the ſeveral ſums of 5 *s.* of like lawful money of *E.* to the ſaid *I. K.* the younger, and *I. M.* in hand paid by the ſaid *E. R.* at and before the enſealing and delivery of theſe preſents: The receipt whereof, the ſaid *I. K.* the younger, and *I. M.* doth hereby acknowledge, The ſaid *I. K.* the elder, and alſo the ſaid *I. K.* the younger, and *I. M.* Have granted, bargained, ſold, aliened, enfeoffed, and confirmed; And by theſe preſents do grant, bargain, ſell, alien, enfeoff and confirm unto the ſaid *E. R.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement and Farm called *H.* Farm, with the Appurtenances, ſituate, lying, and being in *H.* upon *T.* aforeſaid, in the ſaid County of *M.* And all thoſe 30 Acres of Land and Paſture, and all thoſe 8 Acres of Meadow lying incloſed in ſeveral parcels in the Common Fields of *M.* aforeſaid in the ſaid County of *M.* now or of late parcel of the Honor and Mannor of *M.* by whatſoever name or names, or howſoever the ſame *Bargaint &c.*

or any of them are called or known, with their and every of their Rights, Members, and Appurtenances whatsoever, (the Messuage, Farm, and Premisses, were by the late King *Charles* 1. by his Highness Letters Patents, under the Great Seal of *England*, bearing date &c. in the 14 year of his Reign, granted (amongst other things) to *W. C.* and *E. F.* and Heirs in in Fee Farm in trust, for *W. R.* at the Rent of &c. *per annum*, and were by the said *W. R. W. C.* and *E. F.* by their Deed, inrolled in the High-Court of *Chancery*, bearing date on or about the &c. in the &c. year of the late King, Bargained, sold, and conveyed *J. M.* and *W. H.* therein named, and their Heirs and Assigns, (in trust for the said *J. K.* the elder.) And were by *J. M.* party to these presents, Son and Heir of the said *J. M.* deceased, (who survyed the said *W. K.*) granted and conveyed to the said *J. K.* the elder, his Heirs and Assigns, as by the Conveyances thereof may appear. And the Reversion and Reversions, Remainder and Remainders of all and singular the said Messuage, Farm-Lands, Tenements, Hereditaments, and Premisses hereby granted, or mentioned to be hereby granted, and of every part and parcel thereof. And all Rents, Services, and Profits, to them, or any of them, or any part or parcel of them, or any of them incident belonging or appertaining; and also all and every the Estate and Estates, Rights, Titles, Claims, Trusts, and Demands whatsoever, of them the said *J. K.* the elder, *J. K.* the younger, and *I. M.* or either of them, of, in, to, and out of the same Messuage, Lands, Tenements, Hereditaments, and Premisses, and every part and parcel thereof. And

Writings. all and every the Deeds, Charters, Writings, and Mynuments whatsoever, touching or concerning the said Messuage, Lands, Tenements, or Hereditaments, and Premisses whatsoever, hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof. To have

Habend. and to hold the said Messuage or Tenement, Farm-Lands, Meadow, and all other the Premisses hereby granted, bargained, and sold, or mentioned, or intended to be hereby granted, bargained, and sold, and every part and parcel thereof, with their and every of their Appurtenances, unto the said *E. R.* his Heirs and Assigns for ever; To the only and proper use and behoof of him the said *E. R.* his Heirs and Assigns for ever. And the

Warranty. said *I. K.* the elder, doth hereby grant for him and his Heirs, that he the said *I. K.* and his Heirs, the said Messuage, Farm-Lands, Tenments, Hereditaments, and Premisses; and all and singular other the Premisses hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their Rights, Members, and Appurtenances, unto the said *E. R.* his Heirs and Assigns, against him the said *I. K.* and his Heirs, and against all and every other person and persons whatsoever, shall and will warrant, and for ever defend by these presents. And the said *I. K.* the elder, and *I. K.* the younger, do for themselves severally, and for their several Heirs, Executors, and Administrators, and for every of them, covenant and grant, to and with the said *E. R.* his Heirs, Executors, and Administrators, and to and with every of them by these presents, That then the said *I. K.* the elder, and *I. K.* the younger, and the said *I. M.* shall and will before the &c. next ensuing the

To levy a Fine.

date hereof, before the Juſtices of the Court of Common Pleas at *Weſtminſter*, in due form of Law, levy to the ſaid *E.R.* and his Heirs, one Fine, *Sur Cognizance de droit come ceo, &c.* with Proclamations, according to the form of the Statute, in ſuch caſe made and provided, of all and ſingular the Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, aforeſaid, by ſuch apt names, quantities, and qualities, and number of Acres, and in ſuch ſort, manner, and form, as by the ſaid *E. R.* his Heirs or Aſſigns, or by his or their Councel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required. And, the ſaid *I.K.* the elder, for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to, and with the ſaid *E.R.* his Heirs and Aſſigns, and to and with every of them by theſe preſents, in manner and form following, that is to ſay, That the ſaid *I. K.* the elder, now is the true and lawful Owner of all the ſaid Meſſuage, Farm-Lands, Tenements, and Hereditaments, and all and ſingular other the Premiſſes, hereby granted or mentioned to be hereby granted; and of every part and parcel thereof, with their and every of their Appurtenances, and is rightfully and abſolutely ſeized thereof, and of every part and parcel thereof, of a good, pure, abſolute, and indefeazable eſtate of Inheritance in Fee-ſimple, without any manner of conditon, truſt, contingent Proviſo, or limitation of uſe or uſes, or other reſtraint, matter, or thing whatſoever, to alter, change, charge, determine, incumber, defeat, or evict the ſame. And, that he ſhall and will continue ſo ſeized thereof, and of every part and parcel thereof, until a good, perfect, and abſolute Eſtate in Fee-ſimple, ſhall be thereof veſted in him the ſaid *E.R.* and his Heirs, according to the true intent and meaning of theſe Preſents. And that he the ſaid *I. K.* now hath good right, lawful and abſolute power and autority in himſelf, to grant, alien, and convey, all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted or mentioned to be hereby granted as aforeſaid, and every part and parcel thereof, with the Appurtenances, unto the ſaid *E. R.* his Heirs and Aſſigns, to the uſe of him the ſaid *E.R.* his Heirs and Aſſigns, in manner and form aforeſaid. And, that the ſaid *E.R.* his Heirs and Aſſigns, and every of them, ſhall or lawfully may from time to time, and at all and every time and times hereafter, *have, hold, occupy, poſſeſs, and enjoy*, all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, hereby granted, or mentioned to be hereby granted, and every part and parcel thereof, with all and ſingular their and every of their Appurtenances, and all and every the Rents, Iſſues, and Profits and Commodities thereof ariſing and growing, *to have and take*, without any manner of Let, Suit, Trouble, Vexation, Eviction, Diſturbance, or other hinderance or moleſtation, whatſoever, of or by the ſaid *I. K.* the elder, his Heirs, or Aſſigns, or any other perſon or perſons whatſoever, lawfully claiming, or to claim the ſaid Meſſuage, Lands and Premiſſes, or any part or parcel thereof, (except as herein after is excepted.) And that the Meſſuage, Farm-Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned, or intended to be hereby granted as aforeſaid, and

That the Grantor is owner of the Premiſſes.

Seiſed.

That he will continue ſeiſed, &c.

That he hath Power to grant.

Quiet enjoyment.

Exception.

Diſcharge of Incumbrances.

every part and parcel thereof, with all and ſingular their and every of their Appurtenances, now are, and be, and from henceforth for ever hereafter ſhall continue, remain and be unto the ſaid *E. R.* his Heirs and Aſſigns, free and clear, and freely, clearly, and abſolutely freed and acquitted, exonerated and diſcharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Deviſes, Uſes, Joyntures, Dowers, Intails, Eſtates, Leaſes, Rights, Titles, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Duties, Judgements, Executions, Recognizances, Statute-Merchants, and of the Staple; and all Debts of Record, Extents, *Liberates*, Seiſures, Charges, Titles, Troubles, Forfeitures, Annuities, and Incumbrances whatſoever, had, made, committed, done, acknowledged, or ſuffered or cauſed to be had, made, committed, done, acknowledged, or ſuffered by the ſaid *J.K.* the elder, or by any other perſon or perſons whatſoever, (one Leaſe of the Premiſſes heretofore granted to the late King *Charles* 1. to *I.T.* and *T.L.* their Executors, and Aſſigns, for the term of 40 years, beginning &c. now in being, and upon which is reſerved the yearly Rent of &c. which from henceforth, during the reſidue of the ſaid term, ſhall be payable to the ſaid *E. R.* his Heirs and Aſſigns; alſo, the Fee-Farm Rent of &c. reſerved by the ſaid Letters Patents, and yearly to be paid to the ſaid late King, his Heirs and Succeſſors, for the ſaid Premiſſes for ever, onely excepted and foreprized.)

Exception.

Further aſſurance.

And the ſaid J.K. the elder, for him, his Heirs, Executors, and for every of them, doth further covenant and grant, to and with the ſaid *E.R.* his Heirs and Aſſigns, and to and with every of them, by theſe preſents, That he the ſaid J.K. the elder, his Heirs and Aſſigns, and the ſaid J.K. the younger, and all and every other perſon and perſons whatſoever, having or lawfully claiming, or which ſhall or may at any time or times hereafter, have or lawfully claim any Eſtate, Right, Title, or Intereſt, of, in, or to the Premiſſes hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof, ſhall and will from time to time, and at all times hereafter, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *E.R.* his Heirs and Aſſigns, or ſome of them, do, make, levy, execute, acknowledge, and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered, all and every ſuch further, and other reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever, for the better and more perfect Aſſurance, Surety and ſure making and conveying, ſetling, eſtabliſhing, or confirmation of the ſaid Meſſuage, Farm-Land or Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned to be hereby granted, or any of them, and of every, or any part or parcel thereof, with all and ſingular their, and either of their Appurtenances, unto the ſaid *E.R.* his Heirs and Aſſigns, according to the true intent and meaning of theſe preſents, (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Poll, Inrolled or not Inrolled, the Inrollment of this preſent Indenture, Common Recovery or Recoveries, with ſingle, double, or treble Voucher or Vouchers, Releaſe or Confirmation,

Confirmation, and by all and every of the ſaid Wayes or Means, or any other wayes or means in the Law whatſoever, as by the ſaid *E. R.* his Heirs or Aſſigns, or any of them; or by his, or their, or any of their Counſel Learned in the Law, ſhall be reaſonably deviſed or adviſed and required, ſo as the ſaid further Aſſurance ſo to be made, or any of them, do not nor ſhall contain any further Aſſurance or warrant, for enjoying them only againſt the parties thereunto reſpectively, and their reſpective Heirs, and touching Acts and Deeds done or ſuffered by them or any of them; And ſo as for the acknowledging and executing of ſuch further Conveyances and Aſſurances, or any of them by the perſons that ſhall be required to make or execute the ſame, be not compelled nor compellable for the doing thereof, to travel further or elſewhere then to the City of *L.* or *W.* or one of them. And, it is declared, concluded, and agreed by and between all and every the ſaid Parties to theſe preſents, That the Fine ſo as aforeſaid to be levyed, and all and every other Fine and Fines, Feoffment and Feoffments, Conveyance and Aſſurance in the Law whatſoever, heretofore had and executed, or hereafter to be had, made, levied, and executed by and between the ſaid Parties to theſe Preſents, or any of them, or by them or any of them, with any other perſon or perſons of the Premiſſes, as any part or parcel thereof ſhall be and enure, and ſhall be adjudged, deemed, and taken to be and enure to the only and proper uſe and behoof of the ſaid *E. R.* his Heirs and Aſſigns, and to and for no other uſe intent or purpoſe whatſoever. And, the ſaid *J. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *E. R.* his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid J. K. hath not done, committed, executed or ſuffered any Act or Acts, Thing or Things whatſoever, whereby the ſaid Meſſuage, Farm-Lands, Tenements, and Premiſſes, or any part thereof, now are, or at any time hereafter ſhall or may be impeached or Incumbred in Title, Charge, Eſtate or otherwiſe (The Conveyance and Eſtate thereof made and granted by him the ſaid *J. M.* to the ſaid *J. K.* the elder, and his Heirs herein before mentioned, only excepted and fore-priſed;) In Witneſs, *&c.*

The Fine and all other aſſurances to be to the uſe of the Grantee.

The Truſtee Covenants that he hath done no Act.

Bills,

Bills, Pleas, and Demurrers in Chancery.

A Demurrer for Mattters for which the Plaintiff hath his Remedy at Law.

The joynt and ſeveral Demurrer of T.T. A.B. T.H. O.N. R.E. W.F. G.C. J.G. W.H. W.B. *and* M. B. *Defendants, to the Bill of Complaint of* A.B. *Complainant.*

THe ſaid Defendants nor any of them acknowledging or confeſſing any of the Matters, or Allegations charged in the ſaid Bill againſt them, or any of them, to be true in ſuch manner, as by the ſaid Bill of Complaint is pretended, do joyntly and ſeverally Demur in Law unto and upon the ſaid Bill of Complaint, and the matters therein contained. And whereunto they ſay, They are not by Law bounden or compellable to make any Anſwer, and whereof they humbly pray, and every of them prayeth and demandeth the Judgement of this Honourable Court. *And* for Cauſes of Demurrer according to Law and the preſent ſettled Orders and Courſe of this Honourable Court, The ſaid Defendants and every of them ſaith, That the ſaid Complainant by his ſaid Bill of Complaint, doth ſet forth and ſhew, That the ſaid *C. A.* in the Bill named, by Indenture bearing date the 14th of *N.* in the 13 th year of his now Majeſties Reign, for valuable Conſideration, did grant unto the Complainant and his Aſſigns, one Annuity or Rent-Charge of 20 l. *per Annum*, to be iſſuing out of all the Lands and Tenements in queſtion in the Bill ſpecified for and during the natural Life of the ſaid Complainant, which Annuity or Rent-charge, is ſet forth by the ſaid Bill of Complaint to be made and granted before ſuch time as any of the Defendants had purchaſed any of the Lands in queſtion. And it is further declared by the ſaid Bill of Complaint, That the ſaid *C. A* ſhortly after the ſaid Annuity or Rent-charge was ſo made and granted unto the ſaid Complainant, did confeſs and acknowledge a Judgement of 200 l. in his Majeſties Court of his Bench then at *Weſtminſter*, which ſtandeth ſtill in force, which Judgement was intended to be Defeaſanced for the true and quiet Enjoyment of the ſaid Annuity or Rent-charge. And, it appeareth *fur-*

ther

ther by the ſaid Bill of Complaint, That the Complainant hath ſued forth a *Scire facias* againſt the Defendants or ſome of them as Terr-Tenants to the Lands in queſtion, who have pleaded ſeveral Pleas of *Non-Tenure*, *Joynt-Tenancy*, and *Diſclaymers*, unto the ſaid Writ of *Scire facias* in the ſame Court of Kings Bench; which Pleas do there ſtill depend undetermined. *And* the Scope of the Bill is to compel the Defendants, being Purchaſors for valuable Conſideration, to diſcover their ſeveral Eſtates and Tenancies of, in, and to, the Lands in queſtion, to enable the Complainant, and inform him how to reply, plead, or take Iſſues upon the ſeveral Pleas to the ſaid Writ of *Scire facias* pleaded, and now depending, in diſadvantage of the ſaid Defendants being Purchaſors. And to make them lay open their ſeveral Eſtates and Tenancies, to make themſelves ſubject and liable to the Penalty of the ſaid Judgement of 200 l. which by the Favour of this High and Honourable Court, the ſaid Defendants being Purchaſors, are not compellable or to be enforced to do, as well for that the Law hath provided a Remedy againſt pervors of Profits, where the Tenants are not known, as for that it appeareth by the ſaid Bill of Complaint, that the Complainant hath a legal and good Remedy by an Ordinary courſe of Common Law, for the Recovery of the ſaid Annuity or Rent charge in queſtion out of the purchaſed Lands in queſtion, which doth not ſuffice the Complainant, as it ſeemeth, but he would have Ayd of this Honourable Court in Equity to recover the Penalty of a Judgement againſt Purchaſors, which this Honourable Court (they hope) will not permit. For which Cauſes and for divers other Defects and Inſufficiencies in Law in the ſaid Bill of Complaint appearing the ſaid Defendants and every of them do demurr in Law unto and upon the ſaid Bill of Complaint and the matters therein contained. *And* humbly prayeth the Judgment of this Honourable Court, Whether they ſhall be enforced to make any other or further Anſwer thereunto.

A. B.

A Demurrer upon a Paroll Agreement.

The joynt and ſeveral Demurrer of T. B. T. H. J. H. *Eſquires*, J. A. *and* R. H. *Gent. Defendants, to the Bill of Complaint of* J. B. *Gent. Complainant.*

These Defendants by Proteſtation not confeſſing or acknowledging the ſeveral matters in the Bill of Complaint contained to be true in ſuch form, Manner and Forme, as the ſame are and be therein contained. And whereas the principal End and Scope thereof is, as it appears by the ſaid Complainants Bill to be releived for, upon or concerning a pretended Agreement which the Complainant pretends he did or ſhould make with the

the ſaid Defendant *T. R.* for, touching or concerning the purchaſe of the Mannor of *H* Hall in *M.* and other the Lands in the Bill mentioned for the ſum of 400 l. to be paid in ſuch Manner and Form as is therein mentioned, and to be releived likewiſe againſt a Contract or Conveyance which the ſaid Complainant doth alledg by his Bill, That the ſaid Defendant *T. R.* hath ſithence made with theſe Defendants *T. H.* & *H.* and *R. H.* or ſome or one of them, of, or concerning the ſaid Premiſſes; and to have theſe Defendants to ſet forth, Whether the ſaid Defendant *T. R.* hath ſold the ſaid Premiſſes unto them or any of them, or what Eſtate or Eſtates he hath made unto them, or any of them, of or concering the ſaid Premiſſes, or any part thereof, and when the ſame was made, and by what Conveyance and upon what conſideration the ſame was had or made. Theſe Defendants and every of them as touching or concerning the ſaid ſeveral matters, and all other matters in the ſaid Bill of Complaint contained, do Demur; and for cauſe of Demurrer, ſhew; **Firſt**, For that it doth appear by the ſaid Complainants Bill, That the ſaid pretended Agreement (if in caſe any ſuch there was or be at any time had or made between the ſaid Complainant and the ſaid Defendant *T. R.* touching or concerning the ſaid Premiſſes, which theſe Defendants do not in any wiſe admit) was only a bare Paroll and naked Agreement, and in no part executed, nor any conſideration paid for the ſame, which, as theſe Defendants are adviſed by their Councel, is not or ought not to be any wayes relieveable in this Honourable Court. **Secondly**, For that it doth not appear by the ſaid Complainants Bill, what Eſtate in certain either for Life, Years, or in Fee, or what other Eſtate in certain this Defendant *T. R.* was to make, or ſhould by the ſaid pretended Agreement make or grant to the ſaid Complainant of or concerning the ſaid Premiſſes. **Thirdly**, For that it doth not appear by the ſaid Complainants Bill, neither is hereby any wayes alledged, That theſe Defendants *T. H.* & *H.* and *R. H.* or any of them was or were privy to the ſaid pretended Agreement, or had or did take any notice thereof, ſo as, or whereby, the ſaid Complainant cannot or ought not, as theſe Defendants are adviſed by their Councel, to have any Advantage or Relief againſt theſe Defendants *T. H.* & *H.* and *R. H.* or any of them, to impeach or avoid any Contract or Conveyance made or granted of the Premiſſes to theſe Defendants or any of them, for, upon or concerning any ſuch pretended Agreement (if in caſe any ſuch there was, or be had or made, which theſe Defendants do not in any wiſe admit as aforeſaid.) *For which* Cauſes, and for ſeveral other Defects and manifold Imperfections in the ſaid Bill of Complaint contained, theſe Defendants and every of them do Demurr to the ſaid Bill of Complaint, and do humbly crave the due Conſideration of this Honourable Court, Whether they or any of them ſhall be bound to make any other or further Anſwer thereunto other or otherwiſe then as aforeſaid. *And* do humbly pray to be hence diſmiſſed with their reaſonable Coſts and Charges in that behalf wrongfully ſuſtained.

A Plea by Tenants in Common for cutting of Wood.

The Plea and Demurrer of C.T. *Wife of* P.T. *and* R.T. *Esq; eldeſt Son of the ſaid* P.T. *to part. And the Joynt and ſeveral Anſwer of the ſaid* C. *and* R. *to the other part of the Bill of Complaint of* E.G. *Gent. Complaint.*

THe ſaid Defendant to ſo much of the Bill of Complaint as concerneth the cutting of Wood and Timber by the ſaid *P.T.* and him this Defendant *R. T.* or their threatning to cut Wood, and Timber upon the parts of the Mannor and Premiſſes, in the Bill mentioned, ſuppoſed by the Bill to belong to the Complainant. And touching the Defendants claiming of all the parts of the Mannor and Premiſſes, in the Bill mentioned that lye undevided and in Common. *And*, their Claim of liberty of free Warren and food for their Conyes in and over all the ſaid Mannor, and Premiſſes: It appeareth of the Complainants own ſhewing, that 60 acres of the Wood called *F.* Park in the Bill mentioned ſtand divided between the Complainant and the ſaid *P.T.* and this Defendant *R.T. And*, that the reſidue of the ſaid Wood doth lye in Common between the ſaid Complainant and the ſaid Defendant, *P. T.* and him this Defendant R.*T.* or one of them. *And*, the End and Effect of the Bill is, That the ſaid Mannor and Premiſſes, divided and undivided and lying intermixed may be ſet out by Metes and Bounds, and that the Complainant may have his part and ſhare in ſuch parts of the ſaid Wood, which (as is alledged) was never divided: They theſe Defendants, not confeſſing or acknowledging the ſaid matters charged in the ſaid Bill of Complaint to be true as the ſame are herein and hereby ſet forth, ſay, That for as much as it appeareth by the ſaid Defendants *P.T.* and this Defendant *R.T.* or one of them do hold part of the ſaid Mannor and Premiſſes undevided in Common to and with the Complainant, Therefore and for that there is no matter of equity or other matter in the ſaid Bill properly examinable and determinable in this Honourable Court, And for that the Complainant hath good remedy by the Common Laws of this Land to be relieved in the Premiſſes: And for that here is nothing alledged in the ſaid Bill, whereby the Complainant is diſabled to ſue at the Common Law: Theſe Defendants to thoſe parts of the ſaid Bill, as touch and concern the matters and things before mentioned, do Demurre in Law. And humbly demand the Judgement of this Honourable Court, Whether they ſhall be compelled to make any further Anſwer thereunto. And, theſe Defendants *further*, by way of Plea ſay, That *F.* in the Bill named was about the 10th year of the reign of King *H.* 8. lawfully ſeiſed in his Demeſne as of Fee, of and in the Mannor of *E.* in the County of *O.* And of and in divers Meſſuages, Lands, Tenements, Hereditaments, Rents, Reverſions, and Services to the

ſaid Mannor belonging or appertaining And of and in the ſaid Wood, call-led or known by name of *F.* Park in *F.* aforeſaid, containing by Eſtimation 75 Acres; And afterwards about the 5th year of Queen *Eliz.* he the ſaid *J.B.* having Iſſue 5 Daughters named *E. M. T. A.* and *S.* dyed ſo ſeiſed, after whoſe deceaſe the ſaid Mannor, Woods, and Premiſſes deſcended to them the ſaid 5 Daughters to hold in Co-parcenary. And the ſaid 5 Daughters being ſo ſeiſed, the ſaid E. did take to Husband one *E. H.* Eſq. And the ſaid *M* did intermarry and take to Husband one *G. C.* Eſq; and the ſaid *T.* did intermarry, and take to Husband one *J. C.* and the aforeſaid *A.* and *S* did intermarry, but afterward dyed without Iſſue of their Bodies begotten, whereby their parts and intereſts in the ſaid Mannor and Premiſſes, did deſcend and remain to the ſurviving Siſters, and their Heirs, according to the courſe of the Common-Law of this Land. And the ſaid *E. T.* and *M.* and their Heirs thereupon became ſeiſed each of them of a full 3 d. part of the ſaid Mannor and Premiſſes. And they and every of them being ſo ſeiſed, the ſaid *G. C.* and *M.* his Wife, and the ſaid *J. C.* and *T.* his wife and their Heirs, did heretofore for valuable Conſideration of Mony joyntly and ſeverally convey all their Eſtate and intereſts in their ſaid two 3d. parts of all the ſaid Mannor, and of the ſaid Woods, and Premiſſes, to *J. T.* Eſq; and *T. T.* Kt. and Bar. or one of them, or to their or one of their Heirs, and Aſſigns, for ever. *To have and to hold*, to them or him, and their or one of their Heirs, in ſeveralty as the ſame was divided from the other 3 d. part of the ſaid *E. H.* and *E.* his Wife. And the ſaid *T. T.* being heretofore ſeiſed of the ſaid two 3d. parts of the ſaid Mannor and Premiſſes; and the ſaid Defendant *P. T.* being about the 12th. year of the Raign of King *James*, to marry with *A. T.* his late Wife deceaſed; He the ſaid *T. T.* in Conſideration of the ſaid marriage then to be had and ſolemnized, and for the ſettling of his Lands in his name and Blood, and for divers other good Cauſes and Conſiderations him thereunto moving, did by Fine and other good Conveyances and Aſſurances in Law ſettle and aſſure amongſt other things the ſaid 2 parts of the ſaid Mannor, of *F.* and the ſaid Woods, and Wood-grounds containing by Eſtimation 75 Acres to himſelf for life, the Remainder to the Defendant *P. T.* for life, the Remainder to the firſt Son of the ſaid *P. T.* on the Body of the ſaid *A.* his then intended Wife, or on any other Wife to be begotten. And to the Heirs of the Body, of ſuch firſt Son, with divers Remainders over, as in and by the ſaid Conveyances, and Settlement, may appear. And ſhortly after, the ſaid marriage took effect, and the ſaid *A.* dyed without Iſſue Male of her Body begotten; and the ſaid *P. T.* afterwards intermarried with the Defendant *C.* by whom he had Iſſue the Defendant *R. T.* his eldeſt Son, and Tenant in Taile of the ſaid two parts of the ſaid Mannor, Woods, Wood-grounds and Premiſſes. And, theſe Defendants *further ſay*, That the ſaid *P. T.* is yet living, and is Tenant for life in poſſeſſion of the ſaid two 3d. parts of the ſaid Woods and Wood-grounds, and Premiſſes; without impeachment of Waſt, and neither of theſe Defendants have any intereſt in the ſame, during the Life of the ſaid *P.* and ſo are in no wayes lyable, queſtionable, or to be impeached

impeached by the Complainant during the life of the ſaid Defendant *P. T.* for or by reaſon of the ſelling, cutting or ſelling any of the Timber, Timber-Trees, or Woods growing upon the Premiſſes, or for any other matter or thing complained of by the ſaid Bill, or for which the ſaid Complainant ſeeks Relief: for which Cauſes they theſe Defendants do humbly crave the Judgement of this Honourable Court, whether they ſhall be compelled to make any other Anſwer unto ſuch parts of the ſaid Bill of Complaint as concerns the Claim, Intereſt, and Title of them theſe Defendants, or either of them, of in or to the ſaid Woods, Lands, and Premiſſes, or any part thereof or the parting or dividing of the ſame, or any part thereof, or the cutting or threatning to cut the Wood and Timber upon the Premiſſes, or any part thereof. And, this Defendant *R. T.* doth deny that he this Defendant doth combine with the other Defendant *P. T.* to diſturb the poſſeſſion of the Complainant in the Premiſſes or that he doth for that purpoſe endeavour to obſcure or conceal the Metes and Bonds, of the Premiſſes or any part thereof. And, the ſaid Defendant *R T.* doth deny, that he hath gotten into his poſſeſſion, or into poſſeſſion of any other perſon or perſons, any Deed or Deeds, Evidence or Evidences, that make good the Title of *T. W.* and *E.* his Wife, or *J. T.* in the Bill named or any of them to the Premiſſes in the Bill for that purpoſe mentioned or any part thereof without him, &c.

A Demurrer to a Bill where the Plaintiff hath not made to himſelf a good Title to the things demanded by the Bill.

The Anſwer and Demurrer of M. C. *Eſq; Defendant to the Bill of Complaint of* G. T. *Eſq; An Infant by* H. R. *Eſq; his* Prochin Amy *Complainant.*

The ſaid Defendant, as to that part of the ſaid Bill, whereby he is charged with Practice, Fraud, and Combination with *E. T.* in the ſaid Bill of Complaint named: and wherein he is charged; That, after the death of the ſaid *E.* he did procure Letters of Adminiſtration of the Goods and Chattels of the ſaid *E.* to be granted unto him and by Colour thereof or by ſome other undue and ſubtle, and unlawful wayes did get into his Hands and Poſſeſſed himſelf of the Goods, Chattels, Debts, and Credits of the ſaid *E.* The ſaid Defendant anſwereth and denieth all and all manner of Practice, Fraud, and Combition, charged upon him in and by the ſaid Bill of Complaint, to and with the ſaid *E. T.* in the ſaid Bill of Complaint named. And doth deny, That the ſaid *E.* did Aſſign or tranſferre, or that this Defendant hath ever had any Eſtate, or Intereſt, of, in or to the Leaſe in the ſaid Bill mentioned, or the Houſe or Premiſſes, thereby mentioned, or any part thereof. And doth diſclaim to have any Title or Intereſt, in, or to, the ſaid Leaſe or Houſe or any part thereof. And this

Defendant

Defendant alſo denieth that after the death of the ſaid *E. T.* that he did procure Letters of Adminiſtration of the Eſtate of the ſaid *E.* to be granted unto him or his Executors, and Adminiſtrators, unto the ſaid *E.* or did any wayes Adminiſter thereupon. But this Defendant ſaith, that *J. W.* Eſq; is the Executor of the ſaid E. and have proved the ſaid Will and taken upon him the ſaid Executorſhip as this Defendant takes it. And as unto all the Reſt, and Reſidue of the ſaid Bill of Complaint unto which the ſaid Defendant hath not anſwered, the ſaid Defendant ſaith, That he is adviſed by his Councel, That he needs not make any Anſwer thereunto, but that there is good Cauſe of Demurrer thereunto. For the Complainant hath not made any Title to himſelf either in Law or Equity unto the Matters and thing for which he ſeeketh Relief againſt this Defendant; for that it appeareth by the Complainants own ſhewing in his ſaid Bill of Complaint that *G. T.* in the ſaid Bill of Complaint named, did make the ſaid *E.* and the Complainant Executors, and that ſhe the ſaid E. after the death of the ſaid *G.* did prove the ſaid Will and Adminiſter and did Aſſign unto the Defendant or otherwiſe Cancel, Releaſe, or diſcharge unto the ſaid Defendant the 2 Statutes and Bonds in the ſaid Bill of Complaint charged, for that the ſaid *E.* had good power to Releaſe, Diſcharge, Cancel, and Aſſign, Grant and diſcharge the ſaid Statutes, and Bonds unto this Defendant, and for that this Defendant is not Executor, or Adminiſtrator, unto the ſaid *E.* nor lyable to anſwer for the Actions of the ſaid E. And for that there doth not appear any Creditors of the ſaid *G.* to complain againſt the ſame, or Suggeſtion for want of Aſſets to perform the ſaid Will or any Agreement to divide the Eſtate between the Complainant and the ſaid *E.* or that the ſaid Eſtate of the ſaid *G. T.* was given unto them otherwiſe than as Executors. And, for that this Defendant having legal Diſcharge from one Executor, *Bona fide* without Fraud, ought not to be queſtioned by the other Defendant to make void the ſame, or to queſtion this Defendant for the ſame: For all which cauſes and divers other Imperfections in the Bill contained this Defendant doth Demur thereunto, and humbly demandeth the Judgement of this Honourable Court, whether he ſhall be compelled to make any other or further Anſwer unto the ſaid Bill. All which Matters, and Things this Defendant is and will be ready to averre and prove, as this Honourable Court ſhall award, And humbly prayeth to be diſmiſſed with his reaſonable coſts and charges in this behalf moſt wrongfully ſuſtained.

A Plea for a Purchaſer for valuable conſideration of Mony.

The ſeveral Pleas, Demurrer, and Anſwer of G. B. *one of the Defendants, to the Bill of Complaint of* M. W. *Complainant.*

This Defendant by proteſtation not confeſſing or acknowledging all or any the Matters or Things in the ſaid Bill of Complaint contained to be true, in ſuch Manner and form as the ſame are therein ſet forth and charged againſt this Defendant; This Defendant for plea to ſo much of the now Complainants Bill as is to compel this Defendant to ſet forth and diſcover his Title in, and to, the Lands, Tenements, and Hereditaments in *W.* in the County of *B.* in the Bill of Complaint mentioned, or any part thereof. This Defendant ſaith, That the ſaid *F.C.* being ſeiſed in his demeſne as of Fee, as this Defendant hopes to prove of and in the Manor, or Manſion-houſe called *P.* and of the Lands, in the Bill of Complaint mentioned, made ſeveral Conveyances and Aſſurances of the ſame to *I.H. M.I.R.P.* and *R.S.* and their reſpective Heirs, Executors, and Adminiſtrators, for a valuable Conſideration. *And*, the ſaid *R.P.* and *R.S.* and *T.H.* Son and Heir of *T.H.* and *T.H.* Eſq. who claimed under the ſaid *M.J.* being thereby, and by virtue of their ſaid Eſtates, and Conveyances, ſeiſed and in full poſſeſſion of the Premiſſes; This Defendant did afterwards long before the ſaid Bill exhibited, buy and purchaſe of them by good ſufficient and abſolute Conveyances, and Aſſurances in the Law (as he was adviſed) without any Truſt, Condition, Fraud, or Limitation whatſoever, other than to this Defendant, and his Heirs, for a good and valuable Conſideration in mony amounting to 1000*l.* and more, which hath been really and *Bona fide* (and not colourably nor pretendedly) paid, in which Conveyances *R.C.* the Heir of the ſaid *F.C.* who, as this Defendant hath been informed and is adviſed, had the power and right of redemption joyned. All which, This Defendant doth averre, and is ready to prove as this Honourable Court ſhall award: wherefore this Defendant pleadeth the ſaid Conveyances, and other the Matters aforeſaid in Barr of ſuch part of the ſaid Bill of Complaint as aforeſaid: *And*, humbly abideth in the Judgment of this Honourable Court, whether he, being a purchaſer for good and valuable Conſideration in Money (as aforeſaid) before the ſaid Bill exhibited, ſhall be compelled in this Honourable Court either to diſcover or ſet forth the particulars of his Conveyances and Aſſurances and the nature of them, or the manner of Execution of them, to enable the ſaid Complainant, to impeach the ſame, or otherwiſe to queſtion this Defendants Title and Eſtate thereunto. And for Cauſe of Demurrer to the ſaid Bill of Complaint, this Defendant ſaith, That for ought appeares by the ſaid Complainants Bill of Complaint, the ſaid Complainant may, as this Defendant is adviſed,

viſed, have his Remedy at Law, for recovery of his pretended Judgment; for that it appeares by the ſaid Complainants ſhewing in and by his ſaid Bill, that he hath a Judgment which was obtained againſt the ſaid *F.C.* in the 21 year of the late King *C.* the 1. *And*, That the ſaid *F.* was at the time of his death, as the ſaid Complainant hopes to prove, ſeiſed in his demeſne as of Fee, or ſome other good Eſtate of Inheritance, of, and in certain Meſſuages, Lands, and Tenements lying and being in *W.* in the County of *B.* of yearly value of 80l. *And*, that the ſaid Lands and Premiſſes, are lyable to the ſaid Judgment as he hopes to make appear, which (if it be true) the ſaid Complainant may, as this Defendant is adviſed, have his Remedy at the Common Law, and the rather, for that the ſaid Complainant doth not ſo much as pretend the want or abſence of any of his Witneſſes, to prove the Premiſſes. *And* therefore, and for divers other apparent defects, and Imperfections in the ſaid Bill of Complaint, this Defendant doth Demur in Law, and humbly demandeth the Judgment of this Honourable Court, whether he ſhall be compelled to make any further or other Anſwer, other then what is herein after anſwered unto. *And*, for anſwer to ſuch part of the ſaid Bill of Complaint, as is not pleaded or Demurred unto, This Defendant ſaith, that he doth not know, that the Conveyances in the Bill of Complaint mentioned to be made by the ſaid *F C.* to *T H. M. I.* and R.P. or any of them, or any other Deeds or Conveyances concerning the Premiſſes, were Ante-dated. *And*, this Defendant denies all, and all manner of Practice, Confederacy, or Combination whatſoever, to or with the other perſon or perſons in the ſaid Bill of Complaint named for Defendants, or any of them, or any other perſon or perſons whatſoever to defeat or defraud the Complainant, or to any other intent or purpoſe whatſoever. But for ſatisfaction of this Honourable Court touching the ſame, this Defendant ſaith, that the ſaid Complainant hath been told and informed by this Defendant or ſome by his directions, that there is or was certain Lands, late the Lands of the ſaid *F.C.* now or late in the poſſeſſion of *N.W.* out of which this Defendant was informed by the ſaid *N.W.* and by the ſaid R.C. the Heir of the ſaid *F.C.* or one of them, that the ſaid Complainant might, if he had pleaſed, have received and had ſatisfaction, of, or for his ſaid Debt, or the greateſt part thereof, and the ſaid Complainant would not, or at leaſt did not charge his ſaid Judgment, but hath unneceſſarily and cauſeleſſely as this Defendant takes it, exhibited his Bill into this Honorable Court on purpoſe to vex and trouble this Defendant, and put him to unneceſſary coſts and charges in the Law; of which this Defendant hopes this Honourable Court will take due Conſideration, and conſider the ſame in coſts to this Defendant. And, this Defendant doth deny, that there ever was or is any money left in his Defendants hands to ſecure this Defendant againſt the Complainants Judgment, or any other incumbrances, or to ſatisfie the Complainants Judgment, or any other Incumbrances, to which the Lands lye liable without that &c.

A Plea of the Statute of Limitations, and a former Suit.

The Plea and Demurrer of I. K. *and* E. *his Wife, Defendants, to the Bill of Complaint of* E. S. *Widdow, Complainant.*

THe ſaid Defendants, by proteſtation not confeſſing or acknowledging any of the Matters and things in the ſaid Complainants ſaid Bill contained, to be true in ſuch manner and form as the ſame are therein ſet forth and alledged: For Plea to the Complainants ſaid Bill, ſay, that it appeareth by the Complainants own ſhewing by the ſaid Bill, that the Cabinet, Carpet, Quilts, Sum of 12 l. the late Books of Accompt and other Books, Bonds, Bills, and Specialities, Linnen, wearing Apparrell, Fire-wood, and other woods, and Fagots, and Goods in the Complainants ſaid Bill mentioned, for which the ſaid Complainant by her ſaid Bill ſeeketh to be relieved againſt theſe Defendants, were due, owing and belonging to the ſaid Complainant in the life time of the ſaid *I. D.* in the ſaid Bill named, or as Executrix of his laſt Will and Teſtament; and that the ſaid Sum of 8 l. in the ſaid Bill mentioned to be lent to the Defendant *E.* by the ſaid Complainant, is by the ſaid Bill pretended to be lent to the ſaid Defendant *E.* about a day or two after the Buriall of the ſaid *I. D.* And, therefore for Plea to the ſaid Complainants ſaid Bill, theſe Defendants do joyntly and ſeverally ſay, That the ſaid *I. D.* in the ſaid Bill named died, and was buried in or about the moneth of *N.* which was in the year of our *Lord God* 1638. ſo as it appeareth by the ſaid Complainants own ſhewing according to the truth, that the cauſe of the ſaid Complainants ſute againſt theſe Defendants, for and concerning the ſaid Premiſſes, in caſes theſe Defendants were, or either of them was, ever ſubject or lyable to ſuch ſuit, did ariſe and accrew to the ſaid Complainant above 6 years before the ſaid Complainants ſaid Bill was exhibited againſt theſe Defendants into this Honourable Court, for that the ſaid Complainants ſaid Bill, was filed on Record in this Honourable Court, upon the 26th of *J.* now laſt paſt, and not before, as by the Record thereof may more plainly appear; and therefore by a Statute made in the Parliament begun and holden at *Weſtm.* the 19th of *F.* which was in the 21 year of the Raign of our late Soveraign Lord King *James*, intitled an Act of Limitation of Actions for avoiding of Sutes at Law. The ſaid Complainant is and ought, as theſe Defendants are informed by their Councel, to be barred from commencing or proſecuting her now ſute againſt theſe Defendants in this moſt Honourable Court, for or concerning the Premiſſes. And the rather for that it appeareth by the ſaid Complainants own ſhewing in and by her ſaid Bill, that ſhe did heretofore exhibite her Bill of Complaint againſt theſe Defendants in his Majeſties Court of *Whitehall*, commonly called the Court of requeſts, to be relieved for

and concerning the said Matters and things which by her said now Bill she seeks to be Relieved. Which Bill these Defendants say was so exhibited in the said Court of Requests above 6 years since, and these Defendants put in their answer thereunto, and the said Complainant never further proceeded therein, but, as these Defendants conceived, rested satisfied with these Defendants said answer to the said Bill. All which these Defendants offer for Plea to the said Complainants said Bill to the consideration of this most Honourable Court. And for causes of Demurrer to the said Complainants said Bill, these Defendants say that they are informed by their Councell, that in case the Matters and Things in the said Complainants said now Bill contained, for which she the said Complainant seeketh to be relieved against these Defendants, were true, as in the truth they are not, yet the said Complainant may have a proper remedy at the Law for the same, against these Defendants and need not the aid of this Honourable Court concerning the same. Wherefore and for that the said Complainant doth not by her said Bill set forth any matter why she should seek relief in equity in this most Honourable Court, for or concerning the said Premisses; *And* for that also the Scope of the Complainants said Bill, for or concerning so much thereof, the deposition of the said *W. V.* in the said Bill named, tendeth to charge these Defendants with subornation of Perjury, whereby the said Complainant indeavoureth to draw these Defendants within the Compasse of the Penal Law; and for that all Perjury and subornation of Perjury is proper to be examined at Law, these Defendants doe therefore, for the Reasons and Causes aforesaid and for other apparant Faults and Imperfections in the said Bill appearing, Demurre in Law to the said Complainants said Bill, and humbly offer the Premisses to the Consideration of this Honourable Court, and pray the Judgment of the said Court whether they shall make any Answer to the same Complainants said Bill, and that they may be hence dismissed with their reasonable costs and charges in this behalf wrongfully sustained.

H. C.

A Bill for an Heir his Evidences, and to discover Estates claimed by the Defendants.

To the Right Honourable &c.

HUmbly Complaining *sheweth* unto your Honour, your daily Orator *R. D.* of *S.* in the County of *G.* yeoman, and *A.* his wife, for and on the part and behalf of themselves, and your Orator *R. D.* as Father and Guardian, for and on the part and behalfe of *P. D.* and *I D.* sons of the said *R. D.* and *A.* his wife, being Infants under age, That *Whereas* one *P. P* being in his life-time lawfully seized in his demesne as of Fee, of his own Purchase of & in all these Lands, & Premisses, with their and every of their

Appur-

Appurtenances, then lately at ſeveral times purchaſed of and from *A.L.* Gent. ſcituate lying and being within the pariſh of *B.* in the ſaid County of *G.* and alſo of and in one Cloſe called *F.* ſcituate and being likewiſe within the ſaid Pariſh of *S.* then lately purchaſed of *C.* with all the Houſes and Buildings thereupon lately erected and Built by the ſaid *P.P.* with all and ſingular their and every of their Appurtenances thereunto belonging, he the ſaid *P.P.* being ſo ſeized minding and intending to Setle, Convey, and aſſure the ſame Premiſſes upon your Orators and their Children, your Oratrix *A.* being his Niece, on or about the 5th. day of *J.* 1656. being of perfect mind and memory, and in his good health, made his laſt Will and Teſtament in writing, and therein and thereby amongſt other things, did bequeath and deviſe unto your ſaid oratrix *A.D.* all theſe the aforeſaid Meſſuages, Lands, and Tenements, with their and every of their Appurtenances whatſoever, ſcituate lying and being within the ſaid Pariſh of *S.* and *B.* *To have, and to hold* unto your ſaid Oratrix *A.D.* and her Aſſigns, from, and immediatly after, the deceaſe of the ſaid *P.P.* for and during and being the term of her your ſaid Oratrixes natural life and from and after her deceaſe then unto the ſaid *P.P.* and unto the Heires of his body lawfully begotten for ever, and for default of ſuch iſſue then unto the ſaid *I.D.* and unto the Heires of his body lawfully begotten for ever. *And*, the ſaid *P.P.* did therein and thereby Nominate and appoint one *R.S.* Eſq. Executor of the ſaid Will, as in and by the ſaid Will if in caſe it may be produced and ſhewed forth unto this Honourable Court, more fully, and at large it doth and may appear; which ſaid Will was afterwards ſigned and publiſhed by him the ſaid *P.P.* as his laſt Will and Teſtament, in the preſence of many credible Witneſſes, Mr. *W.* Mr. *R.* Mr. *P.* and others, and the ſaid *P.P.* having ſo made and publiſhed his ſaid Will, for the better preſervation thereof, did make ſeverall Coppies thereof and did deliver the ſame Coppies unto ſeveral Friends in truſt, and left the ſaid Will ſafe locked up in his Cloſet, or Chamber in his then dwelling Houſe in &c. and about one year after the Making and publiſhing of the ſaid Will as aforeſaid, he the ſaid *P.P.* ſeiſed as aforeſaid dyed in the County of *G.* by and after whoſe deceaſe the ſaid Lands and Premiſſes, being of the value of &c. *per an.* or thereabouts, deſcended, and came as of right the ſame ought to deſcend and come unto your Orators and their Children in manner and form aforeſaid. And, your Orators further ſhew that out of the tender love and affection, which he the ſaid *P.P.* had and did beare unto your ſaid Orators and their Children, he the ſaid *P.P.* did in his life time for many yeares together place and put your ſaid Orators into poſſeſſion of the Premiſſes, to the end that your ſaid Orators might at the deceaſe of the ſaid *P.P.* the better preſerve and enjoy the ſame, and did thereupon build a fair Houſe for your Orators habitation and dwelling, alwayes, upon ſundry occaſions, in his life time expreſſing and declaring that he intended to leave the Premiſſes unto, and to ſettle the ſame upon your ſaid Orators and their Children in manner and form as aforeſaid. *And*, ſuch his will, minde, and intention, did make known unto ſeveral perſons of good Note and Credit and

in particular unto *T. M.* Kt. the ſaid *R.S.I.P.* and *T.P.* Gent. being perſons he well affected, and ſuch as were neer in relation or allyance unto him. Yet *Neverthelesse,* Now ſo it is, may it pleaſe your Honours, he the ſaid *T.M. R.S.I.P.* and *T.P.* combining and confederating themſelves together with ſeveral perſons, as yet unknown to your Orators, although they well know the truth of the premiſſes, to be as aforeſaid, having by ſome caſual and indirect meanes gotten into their hands, cuſtodie and poſſeſſion, the ſaid Will and all the Deeds, Evidences, and Writings, touching, and concerning the Premiſſes, minding and intending to conceale, and keep the ſame from your ſaid Orators, and to ſuppreſs the ſaid Will, whereby your Orators and their Children ſhould or might take no benefit thereby, they the ſaid Confederates have now lately made divers and ſundry ſecret and fraudulent entries into the Premiſſes, or into ſome part thereof, and have made and contrived divers and ſundry ſecret and fraudulent Eſtates thereof, to and amongſt themſelves, and do dayly interrupt your Orators, in the quiet poſſeſſion thereof and doe give out in ſpeeches, That the ſaid *P.P.* died inteſtate, and made no will at all, and the ſaid *I.P.* hath under Colour thereof ſued forth Letters of Adminiſtration of the Goods, and Chattles of the ſaid *P.P.* and the ſaid *I.P.* and *T.P.* have at ſeverall times layed claim unto the Premiſſes, as Heirs, at the Common-Law, unto the ſaid *P.P.* and have thereupon made and contrived divers and ſecret entries into the Premiſſes, and Conveyances thereof, unto divers perſons unknown to your Orators, of purpoſe to deceive and defraud your ſaid Orators of their juſt right and intereſt, in and to the Premiſſes; by meanes whereof your ſaid Orators, and their ſaid Children, are like to be very much wronged and prejudiced, and are in great danger to be ſtripped and deprived of the Premiſſes, unleſs they be therein timely relieved by the favour and juſtice of this Honourable Court. To the end and purpoſe therefore the ſaid Will and all other the Deeds, Evidences and Writings touching the Premiſſes may be diſcovered and produced, and that the Witneſſes thereunto may be examined for proving of the ſame in this Honourable Court: *And,* that the ſaid Deeds, Evidences and Writings, touching and concerning the Premiſſes, may be delivered unto your ſaid Orators according as of right they ought to be, and that the truth of all and ſingular the Premiſſes may be diſcovered and ſet forth. And, to the end your Orators may be quitted and ſettled in the poſſeſſion of the Premiſſes by the decree of this Honourable Court, and may otherwiſe be relieved, in and touching the Premiſſes, as in all Equity and good conſcience they ought. May it therefore pleaſe your Honours to grant unto your Orator his Majeſties moſt Gracious Writ and Writs of Subpena to be directed unto them the ſaid *T.M.R.S.I.P.* & *T.P.* and all other the ſaid confederates when they ſhall be diſcovered, commanding them and every of them thereby, at a certain day and under a certain pain thereunto be limited perſonally to be and appear before your Honours in his Majeſties Court of Chancery, &c.

A Bill

A Bill *by one Tenant in Common againſt another, to diſcover in whom the freehold of the Defendants Moyety is, That a writ of Partition may be brought.*

To the Right Honourable, &c.

IN all humble manner Complaining, *Sheweth* unto your good Lordſhip, *R.A.* of *N.* in the County of K. Yeoman, That *whereas* one *M.R.* was in his life-time lawfully ſeiſed in his Demeſne as of Fee, of and in 80 Acres of Land, Arrable, Paſture, and Wood by eſtimation, with the Appurtenances in *W.* in the County of *K.* commonly called or known by the name of *H:* And ſo being ſeiſed, he the ſaid *M.* about 13 yeares ſithence, died of ſuch Eſtate thereof ſeiſed, by and after whoſe death the ſaid Premiſſes did and of right ought to deſcend and come to one *T.B.* Eſq. and unto *J.W.* Gent. as Cozens and Co-heirs of him the ſaid *M.*, and accordingly the ſaid *T.B.* after the death of the ſaid *M*, entred into the one Moyety of the ſaid premiſſes, and the ſaid *J.W.* into the other Moyety thereof, and were thereof reſpectively ſeized in their Demeſne as of Fee. *And* the ſaid *J.W.* being of the Moyety of the ſaid Premiſſes ſo ſeized, about 12 yeares ſince, he the ſaid *J W* for valuable Conſideration, and by good and ſufficient coveyance and Aſſurance in the Law, did Sell, Convey, and Aſſure his ſaid Moyety of the ſaid Premiſſes unto Sir *T.W.* Knight, and his Heirs; by virtue whereof, the ſaid Sir *T.W.* was of the ſaid Moyety of the ſaid Premiſſes lawfully ſeiſed in his Demeſne as of Fee; and being ſo ſeiſed, he the ſaid Sir *T.W.* about 7. yeares ſince did alſo for valuable conſiderations by good and ſufficient Conveyances and Aſſurances in the Law, ſell, convey, and aſſure the ſaid Moyety of the ſaid Premiſſes unto your ſaid Orator *R.A.* and his Heirs, by virtue whereof, your ſaid Orator was and ſtill is thereof lawfully ſeiſed in his Demeſne as of Fee. And, becauſe your ſaid Orator holded his ſaid Moyety of the ſaid Premiſſes as Tenant in Common undivided cannot improve the ſame, nor take ſo much benefit thereof as otherwiſe he might do, if he held the ſame in ſeveralty, therefore your ſaid Orator hath been oftentimes very earneſt with the ſaid *T.B.* that he would agree and conſent to an equal partition to be made between them of the ſaid Premiſſes: but ſo it is, may it pleaſe your Lordſhip, That the ſaid *T.B.* being unwilling that a Partition ſhould be made thereof, aud that fearing leſt he ſhould be compellable thereunto by Writ of Partition at the Common-Law to be brought againſt him by your ſaid Orator, he the ſaid *T.B.* thereupon by combination with Sir *T.S.* Kt. and Dame *A.* his Wife, hath made and contrived to them or one of them, or to ſome other perſon or perſons unknown to your Orator, divers ſecret or other Eſtates of and in the other Moyety of the ſaid Premiſſes, or of ſome part thereof of purpoſe that your Orator ſhould not know againſt whom to bring his Writ of Partition for the equal and indifferent parting and dividing of

the ſaid Premiſſes. And although your ſaid Orator hath oftentimes requeſted the ſaid *T. B.* Sir *T. S.* and Dame *A.* that they would agree and conſent to an equal partition to be made of the ſaid Premiſſes; or elſe, That they would diſcover and make known to your ſaid Orator in whom the immediat Freehold and the Inheritance of the ſaid other Moyety of the ſaid Premiſſes did reſt and remain, yet they have utterly and ſtill do refuſe ſo to do. In tender conſideration whereof, and for as much as your ſaid Orator by the meanes aforeſaid is likely to be defeated and diſappointed of his remedy at the Common Law to obtain any partition of the ſaid Premiſſes: And to the end that the ſaid *T. B.* and Sir *T. S.* and Dame *A.* his wife, may come into this Honourable Court to Anſwer the Premiſſes, and may be compelled to ſet forth upon their Corporal Oath, what and what manner of ſecret or other Eſtates of and in the ſaid other moyety of the ſaid premiſſes, or any part thereof, they or any of them had made or contrived to or amongſt themſelves or any of them, or to any other perſon or perſons, and to whom by name, and to whom the Immediate Freehold and the Inheritance of the ſaid other moyety of the ſaid premiſſes, doth now reſt and remain, May it pleaſe your good Lordſhip to grant unto your ſaid Orator &c.

A Bill *to diſcover an Award, and other Writings in the Defendants hands.*

To the Right Honourable, &c.

IN all humble manner Complaining, *ſheweth* unto your Lordſhip, your Orator *G. M.* Rector of the Pariſh Church of *W.* in the County of *S.* Clerk; That *whereas* your Orator in right of the ſaid Church was and is ſeiſed for term of his life of and in all and ſingular the Tythes, of what nature and kind ſoever they be, yearly and every year growing, accruing and ariſing within the ſaid Parſonage, to which Parſonage the Hamlet of *W.* is appurtenant, and all the Tenants and Farmers of Land in the ſaid Hamlet, have for all the time whereof the memory of Man is not to the contrary uſed to pay all their Tythes coming, ariſing, and growing on all and ſingular their Tenements unto the Rector of *W.* in kind, or compounded with him for and concerning the ſame, and in particular one *J. W.* of *W.* aforeſaid, and all theſe from whom he claims, have time out of mind uſed to pay or compound for their Tythes in manner as aforeſaid. *And* the ſaid *J. W.* did till of late, (that is to ſay, till the moneth of *S.* in the year of our Lord, 1659.) pay his ſaid Tythes unto your Orator as Rector of the ſaid Parſonage, but then failed to pay his ſaid Tythes, whereupon there was like to be difference and a Suit in Law betwixt your Orator and the ſaid *J. W.* concerning the ſaid Tythes, for avoiding whereof, your Orator and the ſaid *J. W.* did by the mutual conſent and aſſent each of other, for the ending and determination of that Controverſie refer themſelves unto the Arbitrament and Award of *J. J.* and *R. T.* Gent. and

and bound themſelves each to other in an aſſumpſit of 20 l. apiece, by delivery of 6 d. each to other for performance of the ſaid Award; after which ſubmiſſion, the ſaid Arbitrators heard what could be alledged on each ſide, and upon full and deliberate hearing of the Allegations of both parties, they the ſaid Arbritrators did by Writing under their hand bearing date in or about the moneth of &c. paſt, order and Award, That the ſaid *J.W.* ſhould pay unto your Orator for the ſaid yeares Tythes ſo arreared as aforeſaid, the ſum of 6 l. upon the 4th day of *S.* then following, and now laſt paſt, as in and by the ſaid Writing of Award, if your Orator had the ſame to ſhew, would more plainly and at large appear: The which Award, the ſaid Arbritators did deliver or cauſe to be delivered unto the ſaid *G.M.* and your *Orator* expected according to the true intent and meaning of the ſaid Award, to receive the ſaid 6 l. and that the ſaid *J.W.* would thenceforth pay unto your *Orator* his ſaid Tythes in hand, or compound with him for the ſame. But now ſo it is (May it pleaſe your Lordſhip) that the ſaid *J.W.* having by Caſual or ſome indirect meanes, gotten the ſaid Award, and all the Deeds, Evidences and Writings, which would prove the ſaid Lands to be Tytheable, into his Cuſtody, he hath and doth conceal the ſame, and will not diſcover where they are, nor how he hath diſpoſed thereof; And now refuſeth and denieth to pay the ſaid 6 l. unto your *Orator*: And ſometimes giveth out in ſpeeches, that there was no ſuch Award; And ſometimes the ſaid *J.W.* will acknowledg, that the ſaid Arbitrators made an Award, and *Ordered*, That the ſaid *J* ſhould pay for his Tythes during ſo long time as your *Orator* ſhould be Rector or Parſon of *W.* aforeſaid, 6 l. *per annum*: Whereas the ſaid *J.W.* knoweth, that the ſaid reference extended no further, than to ſettle a Peace betwixt your *Orator* and the ſaid *W.* for the ſaid one yeares Tythes: And the ſaid Arbitrators never intended any further, howbeit the ſaid *J.W.* upon Pretence aforeſaid, doth endeavour to force your *Orator* to take 6 l. *per annum* for the ſaid Tythes; whereas the ſame are worth commonly 10 or 12 l. *per annum* (as the ſaid *J.W.* well knoweth) And ſometimes the ſaid *J.W.* being refractory to the Church of *England* giveth out ſpeeches, that no Tythes are to be paid; by which untrue pretence, your *Orator* for the preſent, and his Succeſſors, Rectors, and Parſons of the ſaid Church of *W.* aforeſaid, are like to be defeated not only of the ſaid 6 l. but alſo of the Tythes due and belonging to the ſaid Church: All which doings of the ſaid *J.W.* tend to your *Orators* great Wrong and Prejudice, and are contrary to all Right, Equity, and Conſcience. In tender Conſideration of all which Premiſſes, and for as much as your Orator hath no meanes at the Common-Law to help himſelfe in the Premiſſes, partly for want of the ſaid Award, Deeds, and Evidences, and Writings: And partly for that the Witneſſes which ſhould prove the truth of the Premiſſes are ſome of them lately dead, and the reſt of them gone beyond Sea, or into places remote, and ſo your Orator unknown, In this caſe your Orator is properly to be relieved in the Premiſſes in Courſe of Equity, where by the oath of the ſaid *J.W.* and by other Inducements and Circumſtances, your Orator hopes to diſcover ſuch matter as ſhall induce this Honourable Court to Relieve your *Orator* in the Premiſſes. To, &c.

A.

A Plea and Demurrer to a Bill of Review.

The Joynt and ſeveral Plea and Demurrer of J. C. *and* C. C. *Defendants to the Bill of Review of* J. H. *Complainant.*

THe ſaid Defendants ſay, they are adviſed by their Councel, That the ſaid Bill of Complaint is Irregular and Inſufficient, and ſuch whereunto they are not by the Rules of this Honourable Court Compellable to Anſwer: The Scope and Subſtance thereof, of the Complainants own ſhewing, appeares to be. That theſe Defendants did heretofore Exhibit a Bill into this Court againſt, &c. ſetting forth, That, &c. *Whereunto* theſe Defendants do Demur: For that it doth appear, as by the Rules of this Court it ought, before the Bill of Review be allowed. That the now Complainant hath obtained any leave or Licence of this Honourable Court, to exhibit his Bill of Review; nor that the Complainant hath entred into a Recognizance with Sureties before a Maſter of this Court, for ſatisfaction of the Defendants Coſts and Damages, in caſe the Bill of Review be diſmiſt, or give notice to theſe Defendants of his ſo doing, nor that the Complainant hath yielded any Obedience to, or performed the ſaid Decree, either by bringing in the Deed, &c. Wherefore, and for that it doth not appear, that the Complainant hath obſerved the Rules of this Court in any of the particulars aforeſaid: And for that, of the Complainants own ſhewing, It doth appear, that the ſaid Decree was regularly had and made upon full hearing, and for that there is no Errour in Law ſet forth in the ſaid Bill of Review, to be appearing in the body of the ſaid Decree, which is any way ſufficient to induce this Honourable Court to reverſe the ſaid Decree: The ſuppoſed Errors in Law therein aſſigned, being meerly ſpecious, and, leading principally to draw again into Examination matters of Fact already examined in the firſt Suit: For that as of the Complainants own ſhewing it appeares, that the very ſame matters were all fully in Iſſue of the ſaid Caſe, and duly debated and given in Evidence at the time of the hearing thereof, when the ſaid Decree was made. *And* for that the Complainant for ought appeares by the ſaid Bill, hath not ſo much as alledged any new matter at all which was in Iſſue before, whereby to induce this Honourable Court to re-hear the ſaid cauſe, and change the matters decreed, ſave only a meer pretence, without any oath made for the truth thereof (as the Rules of this Court require), That it is lately come to his knowledg, that his Father and Mother did levy a Fine, &c. to the uſe, &c. Which if admitted to be true, the Complainants Ignorance thereof, is no ground at all for a Bill of Review, or to induce this Court to reverſe the ſaid Decree, being an Allegation which may be made in all caſes, but is not ſuch new matter whereof the complainant could not by any poſſibility have had notice thereof at the time

time of the making of the ſaid Decree, as by the Rules of this Court is in that caſe provided. *And* if any ſuch Fine, &c. was, it appears it was ſubſequent to the ſaid Settlement upon which the Decree is grounded. And here is nothing alledged in the ſaid Bill which ought to alter the ſaid Decree, but the ſame as it was made upon great deliberation, ſo was it upon juſt grounds, notwithſtanding any thing in the ſaid Bill alledged, which tendeth only to bring into Examination the ſame things which were heard before, and ſettled and decreed as aforeſaid. *Therefore*, and for divers other Imperfections in the ſaid Bill appearing, theſe Defendants Demurr and abide in the Law to the Complainants ſaid Bill of Review; and humbly pray the Judgment of this Honorable Court, whether they ſhall be inforced to make any other Anſwer thereunto, or the Complainant be permitted to proceed any further thereupon: And pray to be hence diſmiſſed.

A Bill to ſet aſide a Releaſe gained by Circumvention.

To the Right Honourable, &c.

IN all humble manner complaining, *ſheweth* unto your Lordſhip, your Orator *J. D.* of *G.* in the County of *M* Eſq; That whereas heretofore, that is to ſay, in or about the moneth of *M.* 1640 *P.T.* of *S.* in the County of *B.* Gent. &c. and *E.L.* of *W.* in the County of *B.* Gent. and *J.P* of *L.* in the County of *B.* Gent. did all of them joyntly and ſeverally become bound unto your ſaid Orator in one Bond of the penalty of &c. for the payment of, &c. with Intereſt of the ſame at a day then to come, and now long ſince paſt; And the ſaid Obligors failing to make payment of the ſaid Money to your ſaid Orator, he did cauſe the ſaid Bond to be put in Suit at the Common-Law againſt them, and thereupon obtained 3. ſeveral Judgments, namely one Judgment againſt the ſaid *J.P.* in Trinity-Term, in the 22. year of the Raign of the late King *Charles*, in the Court of Upper Bench for &c. Debt, &c. Damages and Coſts; And one other Judgment in the Court of Upper Bench againſt the ſaid *P.T.* in Trinity-Term, in the 23. year of of the raign of the late King of &c. debt and &c. Coſts of Suit. And one other Judgment againſt the ſaid *E.L.* in the Court of Upper Bench in Trinity Term, in the year of &c. of &c. Debt and &c. coſts of Suit, as in and by the Records of the ſaid ſeveral Courts where the Judgments are had, reference being thereunto had may more at large appear. And your Orator Further ſheweth, That he having obtained ſuch Judgments, did for the prevention of further trouble and charge, apply himſelf to the ſeveral obligations, to have payment of the ſaid money; but they took no courſe thereabout; and having made divers fraudulent Conveyances, and Aſſurances of the Lands, and Tenements, and other Eſtate, one to the other, and to others in truſt for them, or ſome of them, which was done

to

to defraud their reſpective Creditors; and particularly, that your ſaid Orator ſhould have little or no fruit of his ſaid Judgment, whereupon your ſaid Orator for the diſcovery of an Eſtate, to the end that wee might obtain ſome fruit of his Judgments, was forced to preferre his Bill of Complaint unto this Honourable Court againſt the ſaid *P.T. E.L. I.P.* and others, to diſcover the ſaid fraudulent Conveyances, and diſpoſitions. And at length your ſaid Orator did find out that the ſaid *I P.* was then ſeiſed in his demeſne, as of Fee, or ſome other good Eſtate, of and in divers Lands and Tenements, in the ſaid County of *B.* whereupon your ſaid Orator did on or about the 4th. day of *M.* in the 13th. year of &c. cauſe a Writ of *Elegit*, to be ſent forth of the ſaid Court, upon the ſaid Judgment againſt the Lands and Tenements, of the ſaid *I.P.* directed to the Sheriff of the County of *B.* who in Execution of the ſaid Writ did deliver to your ſaid Orator the poſſeſſion of certain Lands, and Tenements of the ſaid *I. P.* and it is returned thereupon, that the ſame were the Moiety of all the Lands and Tenements whereof the ſaid *I.P.* was then or ſince the time of the ſaid Judgment ſeiſed, as by the Records thereof, relation being thereunto had, may appear, by virtue whereof your Orator ought to have had the poſſeſſion thereof delivered unto him; and alſo your Orator took out one or more Writ or Writs of *Elegit* upon the ſaid other Judgments againſt the ſaid *P.T.* and the ſaid *E.L.* to the end he might ſatisfie himſelfe the ſaid Debt the ſooner, but your ſaid Orator could not for a long time get the ſame Executed. And, your Orator *ſheweth* that at length, that is to ſay, in or about the moneth of &c. in the year &c. your ſaid Orator at his great coſt and Charges got the ſaid *E.L.* being under arreſt, to be charged with an Action of &c. who being under ſuch arreſt your ſaid Orator and he came to an agreement, which was to this effect. Namely, That he the ſaid *E. L.* ſhould pay to your ſaid Orator the ſum of &c. in full of of the ſaid Debt and that upon ſuch payment of the ſaid &c. to your ſaid Orator, he your ſaid Orator ſhould aſſign over to him the ſaid *E.* or to *T.L.* Son and Heir apparent of the ſaid *E.* and in truſt for him the ſaid E. the ſaid two ſeveral Judgments ſo obtained againſt the ſaid *P.T.* and *I.P.* and all the benefit and profit thereof, to the end that he the ſaid *E.L.* or the ſaid *T.L.* on his behalf, being as he then pretended only bound or ſurety with the ſaid *P.T.* and *I P.* in the ſaid bond, reimburſe himſelf of the ſaid Money ſo by him paid to your ſaid Orator aforeſaid. *And* thereupon there was a certain writing drawn in the nature of a Letter of Attorney, or Deed of Aſſignment, bearing date in or about the &c. day of &c. reciting thereby the ſaid two ſeveral Judgments had and obtained by your ſaid Orator againſt the ſaid *P.T.* and *I.P.* as aforeſaid; and expreſſing that your ſaid Orator, for, and in conſideration of the ſum of &c. by the ſaid *E.L.* paid to your Orator, did at the requeſt, and by the ſpecial directions of the ſaid *E.L.* teſtified by his being party thereunto, Grant, Aſſign, and ſet over unto the ſaid *T.L.* the ſaid two ſeveral Judgments and all his intereſt and eſtate, in and by the ſaid recited *Elegit*, and Extent thereupon, and all the Advantage and benefit that he your ſaid Orator might have or receive thereby, *And* did thereby conſtitute, nomina-

uſe and behoof of the ſaid *E. L.* to ask, levy, recover, and receive the Money due upon the ſaid Judgments; and to do, all other lawful Acts and Things as an Attorney in ſuch caſes could or ought to do; and your ſaid Orator did therein and thereby covenant, that he your ſaid Orator had not before, nor at any time after ſhould, without the conſent of the ſaid *E. L.* his Executors, Adminiſtrators, and Aſſigns, in that behalfe firſt had and obtained in Writing, releaſe or diſcharge the ſaid *P. T.* and *J. P.* their or either of their Executors, and Adminiſtrators, or any of them, of and from the ſaid Judgments, or either of them, or in any manner hinder, delay or diſclaim or barr the ſame, or either of them, or any Suit therein to be commenced without the like conſent of the ſaid *E. L.* his Executors, Adminiſtrators, or Aſſigns; nor ſhould nor would do, or cauſe to be done, any other Act or Thing whereby the ſaid Judgments or any of them, or any Writ or Writs of Proceſs or Proceſſes concerning the ſame, or any of the proceedings of the ſaid *T. L.* his Executors, Adminiſtrators and Aſſigns, upon the ſaid Judgments or Extents, or any of them, ſhould or might be hindred or ſtayed, impeached, releaſed, diſcharged, determined, barred, or avoided, with divers other Covenants and Agreements in the ſaid recited Deed of Aſſignment or Letter of Attorney mentioned and contained: And by the ſaid Letter of Attorney (if the ſame may be produced to this Honourable Court) relation being nevertheleſs thereunto had, may more at large appear. For performance of which Covenant, the ſaid *E. L.* and *T. L.* did draw your ſaid Orator to enter into a Bond of the penalty of &c. bearing date on or about the &c. in the year, &c. Now, your Orator ſheweth, That within few dayes after the ſealing and delivery of the ſaid Letter of Attorney and Bond, one *W. P.* ſon and heir of the ſaid *J. P.* together with *J. R.* and *R. K.* two Attorneys at Law, who had for ſome ill end and purpoſe before combined with the ſaid *P. T. E. L. T. L.* and *J. P.* and divers other perſons to your Orator unknown, which the ſaid Combiners do very well know, and your Orator prayeth they may diſcover and ſet forth by their Anſwer hereunto, whoſe names when your Orator ſhall have ſo diſcovered, he humbly prayeth they may be herein inſerted, and made parties to the Bill of Complaint, with apt words to charge them, who all know and had notice of the Paſſages aforeſaid. *And* they the ſaid *W. P.* the ſon of *J. P.* and *A. R.* came to your Orator, and told him that *E. E.* pretended to them, that he had paid your Orator the ſaid ſum of &c. and had an Aſſignment of the Judgments obtained againſt his Co-Obligors, and threatned to proceed againſt them in your Orator's name, and deſired to be ſatisfied of the reality of the payment of the ſaid, &c. whether the ſaid *E. L.* did really pay the ſame to your Orator or no; who acknowledged to them, that he had really and *bona fide* received the ſaid Sum of &c. of the ſaid *E. L.* but the ſaid Confederates aiming at ſome further advantage to themſelves, and to the prejudice, and Surprize, and Circumvent your Orator; and to the end they might the better be aſſured thereof as was pretended did deſire further, that your Orator would give a Receipt under your Orator's hand of the ſaid, &c. ſo received of the ſaid *E. L.* Whereupon your ſaid Orator, conceiving

ving they had meant fairly, and not miſtruſting any ill dealing in the Premiſes, did bid the ſaid Confederates or one of them, draw ſuch a Receipt whereupon the ſaid *W. P.* or ſome one of the ſaid other Confederates (but which of them your ſaid Orator knoweth not) did draw a Writing in paper, and did read the ſame to your ſaid Orator, as if the ſame had been no other than an acknowledgment of the receipt of the ſaid, &c. And ſo your ſaid Orator did underſtand and take the ſame to be. *And* ſo it was and no otherwiſe, as your Orator believeth. *But* they the ſaid Confederates perceiving as they have often ſince declared, that the ſame was not available for their purpoſe, did, as it ſeems, unknown to your Orator, write another Note, wherein were words contained amounting to a diſcharge of the ſaid Judgments: which your Orator not taking notice of, nor ſuſpecting any other thing to have been written then what the firſt read to him, he did as it ſeems ſign the ſame note; which however it was made or drawn, your Orator did intend the ſame for no other than meerly an acknowledgment of the receipt of the ſaid, &c. according to the pretences of the ſaid Confederates, and did not intend that the ſame ſhould ſignifie or be of any other force, than to declare the receipt of the ſaid Money and ſo your ſaid Orator did ſeverall times expreſs himſelf, as the ſaid Confederates do well know to be true, and they did ſeem to deſire no more. *But*, they the ſaid Confederates having obtained your Orator's hand to a Note or writing, the Contents or effect whereof your Orator cannot ſet forth, but the ſame is well known to the ſaid Confederates, though your ſaid Orator did only ſet his hand thereunto and not his Seal, they do now pretend, that the ſaid Note doth bear date the day of &c. and that your Orator did ſet his Seal thereunto: and if no Seal were thereunto, yet the ſame is ſo penned, as that is a clear diſcharge in Law of all the ſaid Judgments and Extents: *Whereas* in truth, your Orator did not ſet any Seal thereunto, nor did ever intend to diſcharge the ſaid Judgments or Extents, or any of them, nor did the ſaid Confederats deſire your Orator ſo to do; and if any Seal be ſet unto ſuch Note or Writing, or, by the penning thereof, the Judgments are by Conſtruction of Law diſcharged, ſuch Seal was not affixed by your ſaid Orator, or with his conſent or privity; but the ſame was done, and ſome alteration in the ſaid Note or Writing made by and between the ſaid Confederates or one of them, or by ſome perſon or perſons known to the ſaid Confederates, or by or with the direction, privity, or conſent of them, or ſome or one of them, which was done purpoſely by fraud and circumvention, and only to get ſome diſcharge of their ſaid debts. *Whereas* the ſaid *W. P.* hath ſince confeſſed to your Orator, That he proffered to *E. L.* or his Lady the ſum of &c. or ſome other ſum of Money, to be diſcharged of the ſaid debt or uſed words to that purpoſe, or the like effect. *And*, the ſaid Confederates in further proſecution of ſuch their Confederacy, do pretend that your Orator by ſuch Note hath acknowledged himſelfe ſatisfied of all the ſaid Judgments, That therefore the *Elegit* againſt the ſaid *J. P.* his Eſtate and all the proceedings had thereupon, and the ſaid other Judgment had againſt the ſaid *P. T.* and all the proceedings thereupon are diſcharged and ought

ought to be vacated and ſet aſide. And, in purſuance of their ſaid Confederacy, the ſaid J. P. hath lately brought againſt your ſaid Orator in the Court of Kings Bench a Writ of *Audita Querela*, and hath declared there againſt your ſaid Orator upon the ſaid Note, and pretends, that your ſaid Orator having thereby acknowledged himſelf ſatisfied as is pretended, the ſaid *Elegit* had upon his Eſtate ought to be diſcharged. And, in further purſuance of the ſaid Confederacy, the ſaid T. L. hath alſo put the ſaid Bond of &c. in Suit againſt your ſaid Orator, or intends ſo to do, intending to recover the whole penalty thereof, pretending that your Orator hath by the ſaid Note or Writing broken the Covenants contained in the ſaid Letter of Attorney; when as the ſame was not deſired nor intended to be of any larger Extent in expreſſion, or in its operation, then to ſignifie that your ſaid Orator was really paid the ſaid Sum of &c. And it was not deſired nor agreed, nor intended that ſuch Note or Writing ſhould extend to diſcharge any of the ſaid Judgments or Extents; nor was there any reaſon it ſhould ſo be, for that your Orator did not receive any Conſideration whatſoever to move him thereunto, but he did the ſame voluntarily and meerly of Courtiſie; and therefore if any ſuch words be compriſed in ſuch a Note, purporting, that your Orator did acknowledge himſelf ſatisfied of the ſaid Judgments, the ſame was done by practice between the ſaid Confederates, purpoſely to circumvent and defraud your Orator; and therefore the ſame ought not to be made uſe of for ſuch purpoſe as the ſaid Confederates do intend to make uſe thereof, namely to vacate the ſaid Judgments, and ſo to make your ſaid Orator liable to the penalty of the ſaid Bond. And, the rather for that the Seal if any be thereto affixed, it is ſince done, as the ſaid W. P. J. B. and A. K. who were preſent at the making and drawing thereof, do know, and who did the ſame; and alſo, that your Orator did not ſet any Seal at all to the ſaid Note. And, your Orator humbly hopes, that the ſaid Writing, if the ſame be ſo penned as the ſaid Confederats do pretend, ought to be ſet aſide by this Honourable Court, and ought not to be ſet on foot againſt the ſaid Judgments, nor to operate to releaſe or diſcharge the ſaid Judgments, the ſame having been obtained from your Orator in ſuch undue manner as is aforeſaid. In tender Conſideration whereof. *And* for as much as your Orator is remedileſs in the Premiſſes at the Common Law, and only relievable in this Honourable Court, and the rather, becauſe all the Witneſſes which can prove the Premiſſes to be true, are either dead gone beyond the Seas, or removed unto places remote, unto your Orator unknown, and he hath expended above the Sum of &c. in Proſecution of Suits to recover his juſt debt. To the end therefore, that the ſaid E. L. T. L. J. P. W. P. J. R. A. K. and the ſaid other unknown perſons when their names ſhall be diſcovered, may true Anſwer make to all and ſingular the Premiſſes; more eſpecially, that they diſcover whether or what alteration or alterations, have been made in the ſaid Note or Writing ſince your Orator ſigned the ſame; and when, and by whom; and whether by direction of them, or any or which of them; and diſcover further, who drew the ſaid Receipt, and whether your ſaid Orator did ſet any Seal thereunto: And by whom ſuch Seal (if any) was

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ſet thereto, and when and where, and who were Witneſſes to the ſealing thereof; and that the ſaid Note ſo fraudulently contrived and undulie obtained from your ſaid Orator as is aforeſaid may be ſet aſide by the Decree of this Honourable Court, and that all and every the ſaid plots and practices may receive Examination in this Honourable Court, and that in all and every the Premiſſes, your ſaid Orator may be relieved according to Juſtice and Equity: May it pleaſe your Lordſhip to grant unto your Orator the Proceſs of this Honourable Court, to be directed to the ſaid *E.L.T.L.J.P.* Gent. *W.P. A.K.* and *J.R.* thereby commanding them and every of them, &c.

Demurrer to a Bill *in* Chancery *for ſuing* 2. *Men for ſeveral cauſes, but the combination is to be denied if any charged in the Bill.*

THe Defendant *T.N.* by Proteſtation not acknowledging or confeſſing any of the matters or things in the Complainants Bill of Complaint to be true in any ſuch manner and form as they are therein ſet forth, expreſſed, and declared, ſaith; That *forasmuch* as it appeareth upon the Plaintiffs own ſhewing in his *Bill*, that the ſame is exhibited againſt this Defendant, and the Defendant *S S.* Gent. in the *Bill* named for ſeveral and diſtinct matters of ſeveral natures, the Plaintiff in his *Bill* ſeeking to be relieved againſt this Defendant *T*, for the performance of an Agreement ſuppoſed to be made by this Defendant *T*, with the Complaint touching and concerning this Defendants ſuppoſed relinquiſhing and parting with his Intereſt of and in the 4th part of the Exciſe and new Impoſt ſet and impoſed upon *Beer*, Ale, Cider, Perry, and all other Commodities Exciſeable, which ſhould be made, brewed, grow, imported, conſumed and ſpent in the Weſt-Riding in the County of *Y.* the City of *Y.* and the Auſty thereof. *And alſo*, the Plaintiff in his *Bill* againſt this Defendant *T.N.* ſeeking relief againſt an Action of the Caſe brought by this Defendant againſt the Complainant in the Court of Kings *Bench* for 100 l. and 1000 l. promiſed by the Plaintiff to this Defendant. *And* the ſaid *Bill* againſt the ſaid *S.S.* therein named, is to be relieved againſt an Action of the Caſe by the Bill alledged to have been brought by the Defendant S againſt the Plaintiff in the Kings Bench, upon the Plaintiffs promiſe to pay the Defendant *S.* 100 l. *Wherefore* and for that the ſaid Bill ſo exhibited is irregular, and not any wayes warranted by the Rules of this *Honourable Court*, in regard the ſame containeth ſeveral matters againſt ſeveral Defendants of ſeveral and diſtinct natures not having relation the one to the other, and ſo in effect the ſaid *Bill* being ſeveral *Bills* againſt ſeveral *Defendants*; which, ſhould the ſame be admitted, ſeveral and diſtinct examinations muſt be had, and this *Defendant* drawn to take *Copies* of long pleadings and examinations that do not concern him, and which would be vexatious, and draw a double and unneceſſary charge upon this *Defendant*, and upon which no Decree at laſt can be made againſt

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Wherefore, and for divers other defects and imperfections in the ſaid Complainants Bill appearing, this Defendant demurreth thereunto, and humbly demands the Judgement of this Honourable Court, Whether he ſhall be compelled to make any Anſwer to the ſame: *And* humbly prayeth to be diſmiſſed, &c.

A former Suit depending for the ſame Matter.

THe Defendant not acknowledging all or any of the matters and things in the ſaid Bill of Complaint to be true in ſuch ſort as the ſame are therein and thereby ſet forth and declared, *ſaith*, That *foraſmuch* as it appears by the Plaintiffs own ſhewing, That the Complainant did heretofore exhibit his Bill of Complaint againſt this Defendant as Executor to the Lady *V.* and *J. D.* named for another Defendant in his Majeſties Court of *White-Hall at Weſtminſter*, ſeeking thereby to be relieved againſt the Bond of 4000 l. conditioned for payment of 2000 l. with Intereſt in the ſaid Complainants now Bill mentioned, wherein the ſaid Complainant and the late Lady *V.* ſtand joyntly and ſeverally bound to the ſaid *J. D.* and pretended payment of the ſaid Debt, or, at leaſt, that the Complainant ought not to be charged therewith. *And* for as much alſo as it appears upon the Plaintiffs own ſhewing, and the truth ſo is, That this Defendant as alſo the ſaid *J. D.* anſwered the ſame: In and by which Anſwer, this Defendant did ſet forth, That the ſaid 2000 l. was the proper debt of the ſaid Complainant as he believed. And that the ſaid Complainant was firſt named in the ſaid Bond: And that the ſame was unpaid for ought he did know to the contrary: *As* by the ſaid Anſwer, whereunto reference being had, more fully appeareth. And the ſaid Complainant in and by his now Bill exhibited into this Honourable Court, prayeth Relief againſt the ſaid Bond and debt thereby payable, ſo as the matter thereof is the ſame ſet forth in the Court of Requeſts, and is in ſubſtance the ſame for ſo much as concerns the ſaid Bond: which Suit in the ſaid Court of Requeſts for ought is alledged in and by the ſaid Complainants now Bill, yet depends undiſmiſſed: And it appears not, that the ſaid Court is taken away, but the proceedings in the ſame, for ought appears by the ſaid Complainants now Bill, may go on and be hereafter determined, which the Complainant beſt knows, he being one of the Maſters thereof. *And* the ſubſtance of the Complainants now Bill being the ſame with that in the Court of Requeſts; *And* there being no Equity pretended in this Bill, that was not in that; But only an Allegation, that there is a ceſſation of proceedings there: And yet the Complainant ſeeks to be relieved here originally (upon the ſame matter in the Court of Requeſts ſet forth by Bill as aforeſaid) to be relieved in this Court upon the matter ſo there complained of, and wherein the ceſſation is pretended to be. *Whereby* this Defendant is ſubject to be troubled and ſued in two ſeveral Courts for one and the ſame Cauſe: which double vexation in two Courts for one and the ſame matter ought not to be admitted (as this Defendant is adviſed) eſpecially

ſince this Complainant who is a Maſter of the ſaid Court, may go on (if he pleaſe) upon that Bill for ought is alledged by this Bill to the contrary. Therefore, as to ſo much of the ſaid Complainants now Bill as the matter thereof is comprehended in the ſaid Bill in the Court of Requeſts, this Defendant doth demur in Law, and humbly demands Judgement of this Honourable Court, Whether he ſhall be compelled to make any other or further Anſwer thereunto.

Upon an Outlawry.

THe ſaid Defendant, confeſſing or acknowledging all or any of the Matters or things in the Complainants Bill of Complaint to be true in ſuch manner and from as they are therein declared and ſet forth, Saith, and doth and will aver and prove, That the ſaid *J. B.* the Complainant on the Munday before the Feaſt day of St. *Martin* the Biſhop in Winter, in the 44th year of her Majeſties Raign, was lawfully Outlawed in *L.* at the Suit of *A. B.* in an Action of debt brought in the Court of Common Pleas againſt the ſaid *J. B.* the Complainant, and as yet ſhe the ſaid Complainant ſtandeth Outlawed as aforeſaid. By reaſon *whereof*, theſe Defendants do demand Judgement of this Honourable Court, Whether the Complaint ought to be anſwered unto: *For that* ſhe the ſaid Complainant is out of the protection of the Law to ſue during the time ſhe remaineth Outlawed as aforeſaid. The Record of which *Outlary*, theſe Defendants do offer to ſhew forth to this Honourable Court under the Seal of &c. And doth averre that the ſaid Complainant *J. B.* and the ſaid *A. B.* in the ſame Writ named is one and the ſame perſon and not another perſon; *And* do humbly demand Judgement of this Honourable Court, Whether they ſhall make any further Anſwer to the ſaid Complainants Bill, until ſhe hath diſcharged her ſelf of the ſaid Outlawry.

Where the Complainant hath remedy at the Common-Law, the Defendants being Purchaſors.

THe ſaid Defendants, not acknowledging or confeſſing any thing in the Bill of Complaint to be true as is pretended, do joyntly and ſeverally demur in Law unto and upon the ſaid Bill of Complaint, and the matters therein contained. And whereunto they ſay they are not by Law bounden or compellable to make any Anſwer, whereof they humbly demand the Judgement of this Honourable Court. *And* for cauſe of Demurrer according to Law, and the preſent ſetled Orders and Courſe of this Honourable Court, the Defendants and every of them ſaith, That the ſaid Complainant by his ſaid Bill of Complaint doth ſet forth and ſhew, That the ſaid *C. A.*

in the Bill named, by Indenture bearing date the &c. for valuable Conſideration, did grant unto the Complainant and his Aſſigns, one Annuity or Rent-Charge of 20 l. *per annum*, to be iſſuing out of all the Lands and Tenements in queſtion in the Bill ſpecified for and during the natural life of the ſaid Complainant; which Annuity or Rent-Charge is ſet forth by the ſaid Bill of Complaint, to be made and granted before ſuch time as any of the Defendants had purchaſed any of the Lands in queſtion. And it is further declared by the ſaid Bill of Complaint, That the ſaid *C. A.* ſhortly after the ſaid Annuity or Rent-Charge of 20 l. was ſo made and granted unto the ſaid Complainant, did confeſs and acknowledge a Judgement of 200 l. in his Majeſties Court of Kings Bench at *Weſtminſter*, which ſtandeth ſtill in force; which Judgement was intended to be deſeazanced for the true and quiet enjoyment of the ſaid Annuity and Rent-Charge. And it appeareth *further* by the ſaid Bill of Complaint, That the Complainant hath ſued forth a *Scire facias* againſt the Defendants or ſome of them as *Terr-Tenants* to the Lands in queſtion, who have pleaded ſeveral Pleas of *Non-Tenure*, *Joynt-Tenancy*, and Diſchargement unto the ſaid Writ of *Scire facias* in the ſame Court of Kings Bench; which Pleas do there ſtill depend undetermined. *And* the Scope of the Bill is, to compel the Defendants being Purchaſors, for valuable Conſideration, to diſcover their ſeveral Eſtates and Tenancies of and in the ſaid Lands in queſtion, to enable the Complainant, and inform him how to reply, plead, or take Iſſue upon the ſeveral Pleas to the ſaid Writ of *Scire facias* pleaded to, and now depening, in diſadvantage of the ſaid Defendants being Purchaſors, and to make themſelves ſubject and liable to the Penalty of the ſaid Judgement of 200 l. which by the Favour of this High and Honourable Court, the ſaid Defendants being Purchaſors, are not compellable or to be forced to do, as well for that the Law hath provided a Remedy againſt *Fernors* of Profits, where the Tenants are not known, as for that it appeareth by the ſaid Bill of Complaint, That the Complainant hath a legal and good remedy by the ordinary courſe of the Common Law, for the Recovery of the ſaid Annuity or Rent-charge in queſtion out of the purchaſed Lands in queſtion, which doth ſuffice the Complainant, as it ſeemeth. But he would have ayd of this Honourable Court in Equity to recover the Penalty of a Judgement againſt Purchaſors, which this Honourable Court they hope will not permit. For which Cauſes, and for divers other Defects and Inſufficiencies in Law in the ſaid Bill of Complaint appearing the ſaid Defendants and every of them do Demurr in Law unto and upon the ſaid Bill of Complaint and the matters therein contained. *And* do humbly pray the Judgment of this Honourable Court, Whether they ſhall be enforced to make any other or further Anſwer thereunto,

Upon the Statute of Limitations.

THE ſaid Defendant not confeſſing or acknowledging, &c. For Plea thereunto ſaith, That by an Act of Parliament held at *Weſtminſter* in the County of *Middleſex* in the 21 year of *James* late King of *England*, for limitation of Actions, and for avoiding of Suits in Law; it was Enacted, That all Actions of Treſpaſs, *Quare clauſum fregit*, all Actions of Treſpaſs, Detinue, Actions *Sur Trover* and *Replevin*, for taking away of Goods and Chattels, all Actions of Accompt, and upon the Caſe, other then ſuch Accompts as concern the Trade of Merchandiſe between Merchant and Merchant, their Factors or Servants, all Actions of Debt grounded upon any Lending or Contract without Specialty, All Actions of Debt for Arrearages of Rents, And all Actions of Aſſault, Menace, Battery, Wounding, and Imprisonment or any of them, which ſhall be ſued or brought at any time after the end of that Seſſion of Parliament, ſhould be commenced and ſued within the time and limitation in the ſame expreſſed, and not after. (*That is to ſay*) The ſaid Actions upon the Caſe (other than for ſlander) and the ſaid Actions for Accompt, and the ſaid Actions for Debt, Treſpaſs, Detinue, and Replevin for Goods and Chattel, and the ſaid Actions of Treſpas, *Quare clauſum fregit*, within three years after the end of that Seſſion of Parliament, or within ſix years next after the Cauſe of ſuch Actions or Suit, and not after. Foraſmuch as the Scope of the Complainants Bill is not to be relieved in this Honourable Court againſt this Defendant for Detinue of certain Goods pretended to be in the Defendants hands (and not being any accompt concerning the Trade of Merchandiſe between Merchant and Merchant, their Factors or Servants) above three years after the ſaid recited Seſſion of Parliament, and above ſix years after the pretended Cauſe of ſuch Action or Suit; and no Suit hath been commenced within the times in the ſaid Act of Parliament limited; This Defendant is by this Counſel adviſed, that the Complainant ought not to be relieved for the ſaid pretended Detinue, &c.

A Bill to diſcover Writings and an Eſtate belonging to an Enfant.

To the Right Honourable, &c.

HUmbly complaining, *Sheweth* unto your Honours, your Orator *J.T.* of *L.* Eſq; Son and Heir, and alſo Excutor of the laſt Will and Teſtament of *R.T.* ſometimes of *L.* in the County of *E.* Gent. deceaſed; That *whereas* the late Queen *Eliz.* of bleſſed Memory, was ſeiſed in her Demeſne as of Fee, of and in all that Grange or Manor called *W.* with the Appurtenances parcel of the Mannor of *W.* in the County of *E.* and her late Majeſty being ſo ſeiſed thereof, by her Highneſs Letters Patents under the great Seal of *England*, bearing date the 10th day of *O.* in the year of the ſaid late Queen did demiſe and grant the ſaid Mannor and Grange called *W.* with all and ſingular the Appurtenances, unto the Right Honourable *R.* then Earl of *L. To have* [illegible] *hold* unto the ſaid Earl his Executors, Adminiſtrators, and Aſſigns, for the term of &c. to begin and take place after the end and expiration of a former Leaſe granted of the Premiſſes, unto one *M. W.* by Indenture dated the 16 day of &c. in the year &c. of King *H.* the 8th. for the term of &c. to begin from the Feaſt of St. *M.* then laſt paſt before the date of the ſaid Leaſe, the ſaid *E.* rendring and yielding and paying, during the ſaid term of &c. the yearly Rent of &c. as by the ſaid Letters Patents, relation being thereunto had, more at large appears. The Intereſt of which ſaid Term of &c. by ſeveral mean and good Conveyances and Aſſurances in the Law, in or about the year of our Lord, &c. for great and valuable Conſiderations, lawfully came to and were veſted and ſettled in your Orators Father, for and during all the then reſt and reſidue of the ſaid Term of &c. then to come and unexpired. *And* your Orators ſaid Father into the ſaid Mannors, Lands and Premiſſes, entred, and was thereof lawfully and actually poſſeſſed, and did take and receive the Rents, Iſſues, and Profits thereof, and did demiſe, Leaſe and diſpoſe the ſame for years and otherwiſe, to divers perſons at his will and pleaſure. And, your Orator ſheweth, That your Orators ſaid Father was in his life-time alſo lawfully ſeiſed in his Demeſne as of Fee, of and in all that the Mannor of *T.* and *T.* in the County of *K.* and of and in all that the Farm of *L.* and certain Lands bought of one *R.* called *M.* with all and ſingular their Appurtenances lying and being in or neer the Pariſh of *N.* in the County of *K.* the ſaid Mannor, Farm, and Premiſſes, being together of the yearly value of &c. above all repriſes. *And* your Orators ſaid Father ſo being of of the ſaid Mannors, Lands, and Premiſſes ſeiſed, and of the ſaid Grange and Mannor called *W.* poſſeſſed, in or about the moneth of &c. made his laſt Will and Teſtament in Writing, and thereof made *J* his then Wife your Orators Mother, and alſo your Orator, his Executors; your Orator being of then the

age of 3. years or thereabouts; and of the ſaid Will made *H. A. W.T.* and *W.G.* Overſeers: And by the ſame his Will did give and bequeath to *E.* his only daughter 1000 l. to be paid her at the day of her Marriage, or at her age of &c. which ſhould firſt happen: And in and by which ſaid Will your Orators ſaid Father reciting, that he ſtood lawfully ſeized of divers Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances, ſc. tuate, lying and being within the County of *B. K. E.* and in the City of *L.* and elſewhere within the Realm of *England*, being the Mannors, Lands, and Premiſſes, before particularly mentioned and expreſſed, did by his ſaid Teſtament and laſt Will give, deviſe, and bequeath all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances unto the ſaid *W.T. J.J P.B.* and *W.G.* and to their Heirs for ever, to the uſes, intents, and purpoſes therein and hereafter expreſſed, and to no other uſe or uſes; that is to ſay, upon truſt and confidence. And his Will and meaning was, That the ſaid *W.T. J.J. P.B.* and *W.G.* and their Heirs, did and ſhould permit his the ſaid Teſtators loving Mother *T. D.* Widdow and her Aſſigns, To have, perceive, receive, take and enjoy out of the Rents, Iſſues, and Profits of the ſame his Meſſuages, Lands, Tenements, and Hereditaments to her and their own proper uſe every year yearly during the Term of &c. next after his deceaſe, if ſhe the ſaid [illegible] ſhould ſo long live, one Annuity or Annual payment of &c. of lawful mony of *England* by the year. *And* upon the like truſt and confidence his will and meaning was, That they the ſaid *W T. J.J. P.B.* and *W.G.* and their Heirs, did and ſhould permit and ſuffer his the ſaid Teſtators loving wife *J. T.* and her Aſſigns, to have, receive, perceive, take, and enjoy out of the Rents, Iſſues and Profits of the ſaid his Meſſuages, Lands, Tenements, and Hereditaments, to her and their own proper uſe every year, during the Term of &c. next after his deceaſe, if ſhe the ſaid *J.* ſhould ſo long live, one Annuity or yearly payment of &c. of lawful mony of *England*, by the year, and upon the like truſt and confidence. And his will and meaning was, That they the ſaid *W T. J. J. P. B.* and *W. G.* and their Heirs, did and ſhould permit and ſuffer your Orator and his Heirs and Aſſigns for ever, To have, receive, perceive, take and enjoy to his and their own proper uſe for ever, All and ſingular the Rents, Iſſues, and Profits of all and ſingular the ſame his Meſſuages, Lands, Tenements, and Hereditaments with their Appurtenances above mentioned, (the ſaid Annuity of &c. before limited to his the ſaid Teſtators Mother *D. T.* and the ſaid Annuity of &c. *per annum* before limited to his the ſaid Teſtators Wife *J. T.* for the ſeveral Terms before expreſſed only Excepted) As by the ſaid laſt Will and Teſtament remaining Record with the Regiſter of the Prerogative Court of C. more at large appeareth. *And* ſhortly after, your Orators ſaid Father died poſſeſſed of a great perſonal Eſtate to the value of &c. and half a year after, your Orators ſaid Grand-Mother died: *And* your Orators ſaid Mother by the Advice and perſwaſion of the ſaid *W. T.* renounced and refuſed the ſaid Executorſhip, and the ſaid *J.J. P.B.* and *W.G.* alſo waved and refuſed the ſaid Will and the Bequeſts and Legacies thereby to them deviſed; And the ſaid *W.T.* accepted thereof, and by colour of his being nominated

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an Overſeer of the ſaid Will, took upon him the diſpoſition and Adminiſtration of the perſonal Eſtate of your Orators ſaid Father during the Minority of your ſaid Orator. *And* your Orators ſaid Mother being wholly adviſed and directed by the ſaid *W. T.* in the Premiſſes did not intermeddle at all in the perſonal Eſtate, but contented her ſelf with the ſaid Legacy of, &c. *per annum*, to her deviſed, as aforeſaid. But the ſaid *W. T.* pretending great love and affections to your Orator and that he would manage the ſaid Eſtate for the good and benefit of your ſaid Orator, did ſolely and only take upon him to intermedle with the ſaid perſonal, and real Eſtate, and did take upon him the full execution of the ſaid Will, and by colour and pretence thereof, did enter upon all the Lands, Tenements and Hereditaments, and did take and receive the Rents, Iſſues, and Profits thereof, and did alſo Poſſeſs himſelf of all the ſaid perſonal Eſtate Goods and Chattels, Rights and Credits of your Orators ſaid Father, and of all the Deeds, Writings, Aſſignments, and Evidences touching and concerning all the ſaid real and perſonal Eſtate. And particularly all the Writings, and Evidencies, touching or concerning the ſaid Mannor called *W.* And the ſaid *W. T.* ſo intereſſing himſelf in the Premiſſes, and taking advantage of the Infancy, and Minority of your Orator, did deviſe with himſelf how he might defeat your Orator of the ſaid Lands, Leaſes, and Eſtate, and might convert and diſpoſe the ſame, to and for his own uſe, and benefit. And for that intent and purpoſe, the ſaid *W. T.* did for ſome few years after the deceaſe of your ſaid Orators Father, confeſs and acknowledge that the Leaſe of the ſaid *W.* was your Orators ſaid Fathers own proper Eſtate, and that he the ſaid *W. T.* had nothing to do therein; and if any Eſtate or Intereſt in the ſaid Leaſe, were at any time to him by any perſon, that the ſame was by the procurement of your Orators ſaid Father, and was in truſt only for your Orators ſaid Father, and that he would take no advantage of any Title of Survivorſhip, or any other Title whatſoever thereunto, or any part thereof, or would make any gain or profit thereof, to his own uſe. *And* for ſome years he the ſaid *W. T.* did make an account voluntarily unto your Orators ſaid Mother, of for and concerning the rents, and profits of the ſaid *W.* and did deliver unto her ſeveral acquittances for the Rents by him paid to the Crown, reſerved upon the ſaid Original Leaſe. **And further**, ſheweth that the Right Honourable *C.* Earl of *T.* having purchaſed the Inheritance and Fee-Farm of the ſaid Mannor of *W.* thereupon he the ſaid *W. T.* unduly Complaining, and Confederating with the ſaid Earl and *T. S.* how to defeat your Orator, of the ſaid Leaſe of the ſaid *W.* in purſuance of the ſaid Confederacy, the ſaid *W. T.* as your Orator hath heard, did make ſome Conveyance, Grant or Aſſignment, of the ſaid Term and Leaſe for years of the ſaid *W.* with the Appurtenances unto the ſaid *E.* of *T.* and *T. S.* or one of them, or to ſome other perſon or perſons to your Orator unknown in truſt for them, or one of them, and the ſame was after conveyed or mentioned to be conveyed, to the ſaid *T S.* for the reſidue of the Term therein to come and unexpired. All which paſſages, and tranſactions were tranſacted and done, during the Infancy, and Minority of your Orator; purpoſely to defeat your Orator of the

Premiſſes and the ſaid *E.* of *T.* and *T. S.* and ſuch other perſons whoſe names were uſed therein, in truſt or otherwiſe for or by them, did very well know and might take notice, if they pleaſed, that he the ſaid *W. T.* had either no lawful Eſtate or Intereſt in the Premiſſes, or otherwiſe that the ſame was meerly but in truſt for your Orator, and that the ſame belonged to the Eſtate of your Orators ſaid Father. *And* the ſaid *W. P.* alſo during all his life which was for about the ſpace of 7 years after the deceaſe of your Orators Father, did receive, and take all the Rents, Iſſues, and Profits, of the ſaid Lands of Inheritance to the value of &c. which he converted to his own uſe, yet made no payment to your Orators Siſter of the ſaid ſum of &c. to her deviſed: And afterwards the ſaid *W. P.* having Iſſue, *W. P.* his Son and Heir and being ſeiſed in Fee, of divers Lands, and Tenements, in the County of *R. M.* and City of *L.* of his own purchaſe, made his laſt Will and Teſtament, and thereof made *J. T.* Eſq; his Executor, and ſhortly after died poſſeſſed of a great perſonal Eſtate to the value of &c. *And* after whoſe deceaſe all the ſaid Lands, and Premiſſes, deſcended and came to the ſaid *W. P.* as Son and Heir to the ſaid *W. P.* his Father, who hereinto entred and received the Rents, and Profits thereof, for many years paſt. And the ſaid *J. T.* alſo took upon him the Executorſhip, and proved the ſaid Will and thereby poſſeſſed himſelf of all the ſaid perſonal Eſtate, and of the Eſtate of your Orators ſaid Father, and ſhortly after the ſaid *J. T.* made his laſt Will and Teſtament in writing and thereof made *M.* his Wife his Executrix, and ſhortly after died poſſeſſed of a great perſonal Eſtate to the value of &c. After whoſe deceaſe the ſaid *M. T.* took upon her the ſaid Executorſhip and proved the ſaid Will and thereby became Executrix both to the ſaid *J. T.* and *W. T.* and of the Eſtate of your Orators Father, and poſſeſſed her ſelf of all their Eſtates to the value of &c. And afterward ſhe the ſaid *M.* ſo poſſeſſed of the ſaid Eſtates, Intermarried with *J. G.* whereby he the ſaid *J. G.* and *M.* his Wife became Intereſted and poſſeſſed of all the perſonal Eſtate of the ſaid *M. T.* and *J. T.* and your Orators Father; and ought in all right, equity, and good conſcience, to make recompence, payment, and ſatisfaction, of and for all the Rents, Iſſues, and profits, of the ſaid Lands, and Premiſſes, by him the ſaid *W. T.* the Father, and *J. T.* received as aforeſaid; and alſo to pay, deliver and make account, to your Orator, of for and concerning all the perſonal Eſtate, Goods, and Chattels of your Orators ſaid Father. And they they ſaid *J. T.* the Son ought to deliver unto your Orator all the Deeds, Writings, and Evidences touching the Premiſſes which were in the hands and cuſtody of the ſaid *W. T.* the Father and by caſual or other means are come to the ſaid *J.* and *M.* his wife, and alſo to come to account with your Orator in the Premiſſes and ſeverally, and reſpectively to make payment, and ſatisfaction to your Orator, of and for the Rents, and Profits, of the ſaid Lands, your Orators Fathers Inheritance, and Eſtate aforeſaid, and to make Aſſignment, and Aſſurances unto your Orator, of the ſaid Leaſe or term for years, of the ſaid *W.* with the Appurtenances, and of all other the ſaid Lands of Inheritance

mance mentioned in your Orators ſaid Fathers Will aforeſaid, freed and diſcharged of all Incumbrances from by or under the ſaid *W. T.* or otherwiſe ought to make full payment and ſatisfaction unto your Orator, for the full value of the ſaid term of the ſaid *W.* they having ſufficient Aſſets and Eſtate of the ſaid *W. T.* and *J. T.* to do the ſame. And further, ſheweth that your Orator attaining to his full age of 21 years and above 7 years ſince, made his Entry into all and ſingular the ſaid Lands, and Premiſſes, and claimed the ſame as his own Eſtate and particularly unto the ſaid Mannor of *W.* *And* then your Orator underſtanding that the ſaid *T. S.* claimed the ſame, as rightfully belonging to him; and the ſame being then ſequeſtrated unto the Parliaments hands for the delinquency of the ſaid *T. S.* thereby your Orator was Interrupted for the preſent to purſue any legal courſe to evict the ſame, until the ſaid Sequeſtration were diſcharged; Yet *Nevertheleſs*, your Orator applyed himſelf by Petition both to the Parliament, and to the Committee of the ſaid County of *E.* ſetting forth his Title and Equity to the Premiſſes, as aforeſaid, by which means your Orators Claim and Title to the Premiſſes, became notorious, and publick, and was generally known in the ſaid County of *E.* and elſe where: and your Orator afterwads did duly and lawfully obtain the poſſeſſion of the ſaid Premiſſes, and ought to continue the ſame, and to have, take, and receive, the Rents, Iſſues, and Profits thereof; without the contradiction of any perſon. *But now*, ſo it is, may it pleaſe your Lordſhip, that the ſaid *J. G.* and *M.* his Wife, *J. T.* the Son *T. S.* and *J. W.* Gent. unlawfully combining, and Confederating together, do plot and deviſe, how and by what means they may defeat, and defraud your Orator of the ſaid Mannor of *W.* and Premiſſes and the Rents, and Profits thereof, and of the reſidue of the ſame Term for years yet therein to come and unexpired, and alſo of the Fee, and Inheritance, and the Rents, and Profits, of all other the ſaid Lands, and Premiſſes deviſed, or mentioned to be deviſed, in and by your Orators ſaid Fathers Will: Albeit your Orators ſaid Siſter hath obtained from your Orator the ſaid ſum of &c. to her deviſed. *And*, for that Intent and purpoſe, the ſaid Confederates have made diverſe ſecret, unlawful, and other entries into, and upon the ſaid Lands, and Premiſſes, and albeit, they did very well know and were made acquainted with your Orators juſt Right, and Intereſt, in Law and Equity thereunto; yet have they unlawfully made and contrived, to and among themſelves, and to other perſons, to their or ſome of their uſes, divers ſecret Eſtates, Conveyances, Leaſes, Aſſignments, and Aſſurances of the ſaid Lands and Premiſſes, or ſome part thereof, tending to the great prejudice and diſheriſon, and to perplex and Intricate your Orators Eſtate, Title, and Intereſt. *And*, the ſaid Confederates do diſturbe and interrupt your Orators Tenants Agents, and Aſſigns, in the quiet holding and injoying of the ſaid Lands, and Premiſſes; and in the taking and receiving of the Rents, Iſſues, and Profits thereof, and have brought or threatned to bring divers Suits in Law to queſtion the Title of the Premiſſes. And do deny and refuſe to Convey, ſettle and aſſure the ſaid Lands and Premiſſes unto and upon your Orator, his Heirs, Executors and Aſſigns, though often thereunto required.

And,

And, the ſaid Confederates do now give out in ſpeeches and pretend that your Orators Father had never any Eſtate or Intereſt in the ſaid Lands and Premiſſes, and that he did never purchaſe or buy the ſaid Leaſe of the ſaid Mannor of *W.* nor paid any Sum of mony for the ſame, nor had ever the ſame aſſigned or aſſured unto him, but that the ſame was Originally purchaſed by the ſaid *W. T.* to his own uſe, and that the ſaid Original Leaſe made to the ſaid *E.* of *L.* was aſſigned and conveyed by Mean Aſſurances to him the ſaid *W. T.* or otherwiſe, that he the ſaid *W. T.* paid part of the purchaſe money for the ſaid Leaſe together with your Orators ſaid Father, and that the ſame was aſſigned & aſſured to your Orators Father & him joyntly, and came to him by Survivorſhip. *Whereas* in very truth, the ſaid Leaſe was really and truly purchaſed by your Orators ſaid Father for the Sum of &c. or thereabouts, by him really and truly paid, and the Aſſignment and Aſſurances thereof was made to your Orators ſaid Father in his own name, or otherwiſe, in caſe the ſame were made to the ſaid *W. T.* the Father alone, or joyntly with your Orators ſaid Father; Yet was the Name of the ſaid *W. T.* therein uſed in truſt only for your Orators ſaid Father, his Executors and Aſſigns, and the ſaid *W. T.* paid no part of the purchaſe money for the ſame; and he often promiſed and agreed to take no Advantage of any Title or Survivorſhip or otherwiſe as aforeſaid: All which was and is very well known to all the ſaid Confederates: and the ſame appeareth by divers Deeds, Writings and Aſſurances made touching the Premiſſes, remaining and being, or which lately or ſometime were or are in the hands of the ſaid Confederates, or ſome others to their uſe and truſt, or by their or ſome of their deliveries, if the ſame were produced, which they the ſaid Confederats do conceal and ſuppreſs, and will not diſcover the ſame, nor the Contents and Covenants of the ſaid ſeveral Writings, whereby it might and would appear in and to whom the Right, Title, and Equity of the ſaid Leaſe from the ſaid *E.* of *L.* now is or doth belong. Upon due Conſideration of all which Premiſſes, and for as much as the doings of the ſaid Confederates are contrary to all Right, Equity, and good Conſcience, and for that your Orator can have no releaſe in the Premiſſes at and by the courſe of the Common-Law, for want of ſuch due proof by Witneſſes as is hereby required; And for want alſo of the ſaid Deeds, Writings, and Evidences touching the Premiſſes, the certain Dates, Contents, and Number, whereof your Orator knoweth not, nor wherein the ſame be contained. But your Orator well hopeth, that the ſaid Confederats will upon their Oath diſcover the truth of the Premiſſes, whereby your Orator may be relieved in courſe of Equity in this Honourable Court. *And* to the end the ſaid Confederates and every of them may ſet out what right or title they or any of them, or any others to their or any of their uſes or truſt have or claim to have out of, in, or to the ſaid Mannors, Lands, Tenements or Premiſſes, or any of them, and by, from, and under what perſon and perſons by name; And by what manner of Conveyance and Aſſurances, and the Dates, Contents, and Covenants thereof, and what Rents and Profits they or any of them, or the ſaid *W. T.* or *J. T.* had or received out of the ſaid Lands and Premiſſes, or any or what part thereof, and for what time. And

that

that the said *J. G.* and *M.* his Wife, may further discover what personal Estate or Estates came to their or any of their hands of or from the said *W. T.* and *J. T.* or either of them, or from your Orators said Father: *And* to the intent the said Confederates and every of them, and all other persons, trusted for them or any of them, make good Conveyance and Assurance to your Orator of the said Land and Premisses, both Lease-hold and Land of Inheritance discharged of all Incumbrances: *And* to the end your Orator may be relieved in all and singular the Premisses according to right, equity, and good Conscience; And all the said Confederates may make a true and perfect Answer, &c.

A Bill of Review.

To the Right Honourable &c.

IN Humble wise Complaining, *Sheweth* unto your good Lordship, your daily Orators *T. F.* and *N. D.* both of *S.* in the County of *D.* Fishermen; That *J. A.* the elder, of *A.* in the County of *M.* Esq; did in *Trinity* Term, in the year of our Lord God, 1654. exhibit his Bill in this Court against them, your said Orators *T. F.* and *N. D.* and also one *W. R.* thereby setting out, That *whereas W. W.* late Prior of the Monastery of *B.* in the County of *T.* was then heretofore seised in right of his said house and Priory (amongst other things) of and in the Rectory of *S.* in the said County, and of all Houses, Buildings, Glebe Lands, Tythes of Corn, Grain, and Hay, and yearly profit or Customary payment, for Fish taken at Sea by the Inhabitants of the Town of *S.* belonging unto the said Rectory. And that the said Priory (amongst other things) came unto the Crown, in the Raign of the late King *H.* the 8th by the Attainder of the said *W. W.* the said late Prior being Attainted of High Treason: *And* that by reason thereof, the said late King *H.* the 8th, because lawfully seised of the said Rectory and Premisses in his Demesne as of Fee, in right of the said Crown: And further shewing, That the Inhabitants of the Town of *S.* aforesaid, which is situate upon the Shore of the main Sea, have used, time whereof the memory of Man is not to the contrary, to keep Ships, Cables, and Boats, wherein they have used to go to Sea and catch Fish, and thereby they have used a constant Trade of fishing for Herrings, Cods, Ling, Haddocks, Whitings, and other sorts of Sea-Fish, and having gained their Living and Livelyhood thereby; and that they using the said Trade by like custome, time whereof the memory of Man is not to the contrary, they have used to be answerable and accomptable for to pay from time to time to the said Rectory for the time being, the 20th part of all such fishes they so took at Sea, or the 20th part of the value of the same Fish, whatsoever the same should be by way of recompence and satisfaction for the imployment of the said Ship, Cables and Boats, and of the labour of the said Inhabitants so exercising themselves in the said Trade of Fishing, and

that

that accordingly after the ſaid Rectory came to the Crown by the diſſolution of the ſaid Priory of *B.* The ſaid profit for the Imployment of Ships and Boats as aforeſaid among other the Tythes and Profits belonging to the ſaid Rector, was particularly anſwered to the Crown, and ſtood in charge under a diſtinct value among other particulars belonging to the ſaid Rectory, and ſo continued till the ſaid Rectory was granted out by Leaſe to others. *And* then the ſaid profit was made parcel of the particulars of the ſaid Rectory, and the Rent of the ſame increaſed thereby; further ſhewing, That after the death of the ſaid late King *Henry* the 8th, the ſaid Rectory and Premiſſes diſcended and came as of right the ſame ought to to diſcend and come unto King *Edw.* the 6th, and after his deceaſe, unto the late Queen *Mary*; and after her deceaſe, unto the late Queen *Elizabeth*. *And* the ſaid Queen *Elizabeth* being thereof ſo ſeiſed by her Letters Patents under the great Seal of *E.* bearing date on or about the 20 day of *S.* in the 20th year of the Reign of the ſaid Queen, and enrolled in the High Court of Chancery, for divers good cauſes and conſideration therein, did amongſt other things, give, grant, and to Farm lett, unto *J. A.* Eſq; Father of the ſaid *J. A.* and *S.* his then wife, and to the ſaid *J. A.* the ſaid Rectory and Church of *S.* and all the Tythes and yearly profits and Cuſtomary payment of Fiſh aforeſaid, *To have and to hold* the Rectory and Premiſſes, with the Appurtenances, unto the ſaid *J. A.* Father of the ſaid *J. A.* for the term of his life, and after his deceaſe, to the ſaid *S. A.* for her life; and after her deceaſe, to the ſaid *J. A.* for term of his natural life, reſerving therefore and for other the Tythes therein mentioned to the ſaid late Queen her Heirs and Succeſſors, the yearly Rent of 10 l. at the Feaſts of the Annunciation of the Virgin *Mary*, and St. *M.* the Archangel by even portions, as by the ſaid Letters Patents, ready to be produced in this Honourable Court, it doth more plainly and at large appear: *Further* ſhewing by the ſaid Bill, that the ſaid *J. A.* late Father of the ſaid *J. A.* and the ſaid *S.* his late Wife, were both of them before the exhibiting of the ſaid Bill ſince deceaſed, and that the ſaid *J. A.* had been ſeiſed of all the ſaid Rectory, Tythes, Profits, payments or cuſtome for Fiſh and Premiſſes aforeſaid, and had quietly held, received, and enjoyed the ſame, and the profits thereof, for the ſpace of 20 years, and upwards, until for 5 years laſt paſt before the exhibiting of the ſaid Bill; further thereby ſhewing your ſaid Orators and the ſaid being Fiſhermen of *S.* aforeſaid, who for the ſpace of 5 years laſt paſt before the ſaid Bill exhibited and upwards had uſed, and, at the time of the exhibiting of the ſaid Bill did uſe the ſaid Trade of Fiſhing with Ships, Boates, and Cables, and had yearly taken great ſtore of Fiſh at Sea, and ſold the ſame at ſeveral places, and thereby had made and raiſed to themſelves good profit and advantage, to the value of 80 l. by the year, of Currant Engliſh Mony to each of them; And plotting and contriving together how to deprive and defraud the ſaid *J. A.* of his ſaid profit or cuſtomary payment for the ſame, which they knew of right did appertain to the ſaid *J. A.* and for the ſpace of 5 years then laſt paſt at the time of the exhibiting of the ſaid Bill, denyed and refuſed, and do deny and refuſe to ſatisfie and pay the ſaid profit and cuſtomary payment aforeſaid, for to give

unto

though they had been often in gentle and friendly manner required so to do, pretending, and giving out in speeches, they are or some of them, had some releaſe or diſcharge from the ſaid *I. A.* of all the ſaid profits or payments for Fiſh, ſo by them taken and ſold at *S.* aforeſaid or elſewhere; whereas in truth they nor any of them, had any ſuch releaſe; but if they had any ſuch, the ſame was gotten by Surprizal, or ſome other indirect means, and not for any valuable Conſideration. *And* that the ſaid Confederates in purſuance of the ſaid Combination, and the better to effect their ſaid indirect ends and intentions, had privately, and in the night ſeaſon brought in Fiſh and ſold the ſame in *S.* and had often times gon to Sea with their ſaid Ships, Boats, and Cables and there had taken great ſtore of Fiſh of ſeveral ſorts, and had vended, and ſold the ſame at *T.* and divers other Towns and places, far diſtant and remote from *S.* aforeſaid, without accounting or ſatisfying the Complainant for the ſame; ſo as the ſaid *J. A.* or his Servants imployed for that purpoſe could not take any notice thereof during the ſaid 5 years laſt paſt before the exhibiting of the ſaid Bill of Complaint, to the apparant wrong and prejudice of the ſaid *J. A.* and contrary to Right, Equity, and good Conſcience. For relief therein, the ſaid *J. A.* exhibited his ſaid Bill, and prayed the proceſs of this Honourable Court, againſt your Orators, wherewith yours Orators then Defendant, being ſerved, did appear, and in *Hill.* Term in the year &c. you ſaid Orators the ſaid *T. F.* and *N. D.* two of the ſaid Defendants, put in their Anſwers to the ſaid Bill: *And* thereby amongſt other things, did deny that the ſaid *W. W* was ſeiſed in the right of the ſaid Priory of *B.* of the Rectory of *S.* and that they did not know, that the ſaid Rectory and Priory came to the Crown by attainder, nor, as they were informed, could a Prior forfeit his Priory for a perſonal crime, without an Act of Parliament; and confeſſed that the Inhabitants of *S.* have, time out of mind, kept ſhips and boats, wherein they uſed the Trade of Fiſhing, for Herring, Cod, Whiting, and other Sea-Fiſh, and gained their livelyhood thereby. *And* denyed that time out of mind, the Fiſhermen of *S.* had uſed to pay the 20th part of their Fiſh by them taken, or the 20th part of the value thereof, as in the ſaid Bill was ſet forth. *And* that they knew that by the diſſolution of the ſaid Monaſtery the ſaid profits came to the Crown, and ſtood in charge under a certain value, and that the ſame ſo continued, until the ſame was made parcel of the ſaid Rectory and the Rent of the ſame increaſed thereby, nor that the ſaid Rectory did diſcend to Queen *Eliz.* nor was by her granted to the ſaid *J. A.* and the Joynt-Patentees, nor whether the ſame be come to the ſaid *J. A.* nor did they know what Rent was reſerved, nor that they ought to pay any Rent for the ſaid profits of Fiſhing as they conceived, for that they had been informed that ſome Antient men were lately living, who affirmed, that nothing was exacted as of Right, but what the Owners voluntarily pleaſed. *And* they did aver, that no profit for Lobſters was ever paid or demanded by the Rectors of the ſaid Rectory. *But* they did confeſs, that the Rectors had had of the now Complainants and others ſome times more and ſometimes leſs compoſition, for Fiſh ſold in that part; and that they have exacted Fiſh in kind or Compoſition for Fiſh, though not

vended

vended there, but the ſame was done by force, and for fear of Suits; That they have uſed the trade of Fiſhing with Boats, and Cables, for 5 years and have ſold the ſame at ſeveral places but not to 80 l. *per annum* each of them. *And*, denied all Combination as by the ſaid Bill and Anſwer, relation being thereunto had, more fully it doth and may appear. Whereupon the ſaid *J. A.* replyed, and your Orators then Defendants Replyed and Iſſue being joyned, Witneſſes were examined on the then Plaintiffs part, and the ſaid cauſe was ſet down to be heard, and your Orators then Defendants being ſerved with proceſs of *Subpœna*, to hear Judgement, and Aſſignment being made thereof, did not attend but made default, whereupon the ſaid cauſe coming to be heard on &c. in *Hil.* Term &c. upon opening of the then Plaintiffs Bill, and reading your Orators Anſwer and the Grant made by the late Queen *Eliz.* unto the ſaid then Plaintiff and others of the ſaid Rectory of *S.* in the ſaid County of *T.* and upon reading of divers Ancient Records, and Miniſterial accounts, ſhewing as well the Title of the Crown to the ſaid Rectory, as alſo, what had been Anſwered to the Crown for the ſaid 20th. part ſince the ſame came to the Crown. *And*, alſo upon reading the depoſitions of Witneſſes taken on the Plaintiffs part in the ſaid cauſe, your Orators not having then examined Witneſſes. Upon all which it was then ordered by the Court that a Decree ſhould be drawn up to eſtabliſh the poſſeſſion of the payment of the ſaid 20th part of the Fiſh, taken by the Inhabitants of *S.* in queſtion with the then Plaintiff, and his Aſſigns until he or they ſhould be Victed by the Law, unleſs were ſhewed to the contrary at the firſt Sitting on Monday in the then next Term, at which Term the Court would alſo conſider what allowance ſhould be given to the ſaid then Complainant for the ſaid 20th part of the 5 years arrears mentioned in the ſaid Bill, according to the preſident in the book. Whereupon on the 10th day of *M.* in *E.* Term following the Court was moved on the behalf of your Orator the Defendant, and it was alledged that they were not ready for their defence of the cauſe at the time of the hearing before mentioned, neither did make any Defence at the ſaid hearing, the Depoſitions, and Examinations of their Witneſſes being not up by the Poſt, and none here to make Oath that they were received from the hands of a Commiſſioner, as by the courſe of this Court ought to have been done, and therefore they could not be made uſe of at the hearing. And thereupon it was deſired by your ſaid Orators then Defendants that they might then be heard therein, upon which Motions, and upon reading ſeveral Affidavits, as well on the part of the ſaid *J. A.* then Plaintiff as on the part of your Orators then Defendants, It was then Ordered by this Court, That your Orators then Defendants ſhould before the beginning of the then next *Trin.* Term, pay unto the ſaid *J. A.* the Plaintiff 5 l. for coſts. And if the ſaid Money were paid accordingly, then the ſaid cauſe to be re-heard the ſecond Monday of the ſaid *Trin.* Term, or otherwiſe not; On which day the cauſe coming again to be heard according to the ſaid laſt recited Order, upon full and deliberate hearing of the ſaid cauſe and reading the depoſitions on the part of your Orators then Defendants and long debating upon the ſame by Councel learned, on both ſides;

was thereupon Ordered by the Court, by and with the conſent of both parties, that the Cuſtome ſet forth in the ſaid Bill ſhould be referred to a tryal at Law in an Action upon the Caſe to be brought by the ſaid *J. A.* the Plaintiff againſt your Orators then Defendants in the Office of Pleas of that Court after the uſual manner. That in conſideration of 1 ſhilling given by the ſaid then Plaintiff to your Orators then Defendants, your Orators then Defendants did promiſe to pay the ſaid *J. A.* then Plaintiff 1 l. if the ſaid *J. A.* then Plaintiff could prove the Cuſtom alledged in the ſaid Bill; in which Action your Orators then Defendants, were ordered to confeſs Circumſtances, that is to ſay, the Conſiderations, and Aſſumpſit, and both parties to ſtand only upon the ſaid Cuſtom; which ſaid Actions was to be tryed at the *Barr* of &c. by a Jury of the County of *M.* the 3d. day of &c. then next following, and the Equity upon the ſaid Plaintiffs Bill, was reſerved to the Court till after the ſaid tryal ſhould be had as aforeſaid. As by the ſaid Order may alſo more fully appear, which ſaid Tryal being at the Barr of &c. according to the directions of the ſaid mentioned Order; and the then Plaintiff having proved the Cuſtom, and obtained a Verdict thereupon on his behalf, the Court was moved on Friday the 10th day of *N.* then following by the ſaid then Plaintiffs Councel, That in as much as the ſaid *J. A.* Plaintiff in the ſaid ſuit, had obtained a Verdict upon the ſaid Tryal and Judgement entred thereupon, that the poſſeſſion of the payment of the ſaid 20th part of the Fiſh in queſtion, might be eſtabliſhed with the ſaid Plaintiffs in their ſuit, that a decree might be drawn up thereupon according to the ſaid recited Order of the 6th of *F.* laſt paſt. And that the Court would be pleaſed to conſider what allowance ſhould be given to the Plaintiff in that ſuit for the ſaid 20th. part of the 5 years arrears mentioned in the Bill: It was thereupon ordered by the Court, that the ſaid decree formerly pronounced by the Court aforeſaid, ſhould be drawn up and made abſolute, and the poſſeſſion of the payment of the 20th part of the Fiſh in queſtion, eſtabliſhed with the ſaid part in that ſuit wherein conſideration ſhould be taken of the ſaid arrears, unleſs cauſe were ſhewed to the contrary on that day &c. *And* forſmuch as no cauſe was ſhewed to the contrary according to the ſaid laſt recited Order, it was therefore Ordered, Adjudged, and Decreed by the Court, that the poſſeſſion of the 20th part of the Fiſh taken at Sea by your Orators then Defendants, or either of them, being an Inhabitant of the Town of *S.* aforeſaid, and did uſe the Trade of Fiſhing there, or the value thereof, ſhould be eſtabliſhed with the ſaid Complainant *J. A.* or his Aſſigns. *And* your Orators the Defendants in that ſuit, ſhould for the ſame pay to the ſaid *J. A.* Complainant in that ſuit or to his Aſſignee or Aſſignees; during his or their eſtate in the Premiſſes, the 20th part of the Fiſh then after to be taken at Sea, or the 20th part of the value of the ſaid Fiſh wheresoever the ſame ſhall be taken, or ſold, according to the cuſtom before ſet forth in the ſaid Bill of Complaint. *And*, as touching the Arrears thereof for the 5 years next before the exhibiting of the ſaid Bill, forſmuch as it was proved by the Plaintiff that the ſaid 20th part of the Fiſh then in queſtion taken by Oath of your Orators then Defendants, in that

ſuit,

ſuit, in each of the ſaid 5 years reſpectively was worth 4 l. which will amount to in all, 40 l. It was therefore further Ordered, Adjudged and Decreed by this Court that your ſaid Orators Defendants, in the ſaid ſuit, ſhould reſpectively pay unto the ſaid *J. A.* Plaintiff, in that ſuit, or to his Aſſignee, or Aſſignees the ſum of 20 l. a piece in lieu of the 20th part of the Fiſh taken and ſold by your Orators during the ſaid 5 years before the exhibiting of the ſaid Bill, *As* by the ſaid Bill, Anſwers, Pleadings, Orders and Decrees, remaining of Record in &c. may more at large appear: which Decree is ſithence Signed and Inrolled in this Court. But your Orators do averr, and ſay, that they ought not to be bound thereby, nor ought any ſuch Decree in Juſtice to have been mad: or pronounced againſt your Orators, nor ought the poſſeſſion of the 20th part of the Fiſh taken at Sea by your Orators, or either of them, or the value thereof (albeit they be Inhabitants of the Town of *S.* aforeſaid, and do uſe the Trade of Fiſhing, and ſell the ſame Fiſh) be eſtabliſhed with the ſaid *J. A.* or his Aſſigns; neither ought your Orators or either of them for the future to pay to the ſaid *J. A.* or his Aſſignee or Aſſignees during his or their Eſtate in the Premiſſes or any other time, the 20th part of the Fiſh hereafter to be by them taken at Sea, or the 20th part of the value of the ſaid Fiſh whereſoever the ſame ſhall be taken or ſold, according to the ſuppoſed Cuſtom ſet forth in the ſaid Bill; Neither ought your ſaid Orators or either of them to pay unto the ſaid *J. A.* or to his Aſſignee or Aſſignees, the Sum of 20 l. a piece, or any other ſum of money whatſoever in lieu of the 20th part of the Fiſh taken and ſold by them your ſaid Orators or either of them during the 5 years before the exhibiting of the ſaid Bill, as by the ſaid Decree is decreed and appointed, but that the ſame Decree is manifeſtly erronious, and ought to be reverſed, and for Error therein do, according to the courſe of this Honourable Court, Aſſign the Error therein, as followeth; *viz.* *Firſt*, your Orators ſay, and hope to maintain, That the Cuſtom and Cuſtomary payment for Fiſh taken at Sea by the Inhabitants of the Town of *S.* ſet forth and pretended by the ſaid *J. A.* in his ſaid Bill of Complaint, is incertain, unreaſonable, and void both in Law and Equity; neither is their any ſuch Cuſtom or cuſtomary payments due. *Secondly*, Your Orators ſay, That the Matter directed by this Honourable Court to be tryed by a Jury of *Middleſex*, as aforeſaid, and the Verdict thereupon, doth not aſcertain the Court that there is ſuch a Cuſtom as in the ſaid Bill of Complaint is pretended, but only that the then Plaintiff made proof there, which proof by Incompetent Witneſſes in reference to the right of the thing in queſtion upon the ſaid Bill, though unconcerned in reference to the promiſe upon the Declaration at Law, was made and could have been diſproved by your Orators. *Thirdly*, That by the Order which appointed and directed the ſaid Tryal, the Point whether *J. A.* then Complainant, could prove the pretended Cuſtom, was only in Iſſue: And your Orators could not then offer any thing by way of diſproof thereof, or ſtand upon the uncertainty or unreaſonableneſs, or illegality of the ſaid pretended Cuſtome. *Fourthly*, Although your Orators conſented to the tryal of the ſaid Iſſue direct, yet

your Orators did never conſent, that if the Virdict upon the ſaid Iſſue ſhould paſs againſt them, that the Matter in queſtion ſhould be decreed againſt them, but the ſaid cauſe ſtood intire upon Equity notwithſtanding, and the ſaid Iſſue was Collateral and Extraneous thereunto. Fifthly, the ſaid Decree it ſelf doth eſtabliſh with the ſaid then Complainant *J. A.* or his Aſſigns, the 20th part of the Fiſh taken at Sea by your Orators then Defendants, or the value thereof, which is altogether uncertain whether with the Complainant or his Aſſigns, and whether the poſſeſſion of the 20th part of the value thereof. **Sixthly**, It is Decreed by that Decree, that your Orators the Defendants in that Suit ſhould for the future pay unto the ſaid *J. A.* or to his Aſſignee or Aſſignees during his or their Eſtate in the Premiſſes, the 20th part of the Fiſh then after to be taken at Sea, or the 20th part of the value thereof, whereever the ſame ſhould be taken or ſold, which is altogether uncertain whether to the ſaid *J. A.* or his Aſſigns, and whether the 20th part of Fiſh or the value thereof ſhould be paid, and how the value ſhould be decided, and is larger then the Proofs or Verdict in the ſaid caſe did warrant. **Seventhly**, It is Decreed by the ſaid Decree, that your Orators the then Defendants ſhould reſpectively pay unto the ſaid *J. A.* or his Aſſignee, or Aſſignees the ſum of 20 l. a piece in lieu of the Fiſh taken and ſold by your ſaid Orators during the 5 years before the Exhibiting of the ſaid Bill, which is altogether incertain; Alſo, whether they ſhould pay it to the ſaid *J. A.* or his Aſſigns, and is for Fiſh taken and ſold, and not for the value thereof, and therefore not purſuant to the pretended Cuſtom alledged by the ſaid Complainant in his ſaid Bill. **Eighthly**, The ſaid *J. A.* was not alive at the time of the ſaid Decree made in the ſaid Cauſe againſt your ſaid Orators: And your Orators by Bill of Review ought to be relieved therein. **In tender Conſideration whereof**, and for that there are ſeveral other apparant Errors and Imperfections in the ſaid Bill, Orders, Decree and Proceedings, ſo that the ſame ought to be reviewed and reverſed, and ought not to bind your Orators. To the end therefore, that the ſaid Decree and all the proceedings thereupon may be reviewed and reverſed; And that the ſaid *J. A.* may anſwer the Premiſſes: And that your Orators may in all and every the Premiſſes as in Equity and good Conſcience they ought to be, your Orators pray relief in this Honourable Court. *And* that the ſaid Bill and Decree, and proceedings thereupon, may be reviewed and reverſed: And that your Orators may be relieved, as in Equity they ought to be, May it pleaſe your Honour to grant unto your Orators a Proceſs of *Subpœna* to be directed unto the ſaid *J. A.* Commanding him thereby at a certain day, and under a certain Pain therein to be limited, perſonally to be and appear before your Honours in this Honourable Court, then and there upon his Corporal Oath, to ſet forth and diſcover the truth of all and ſingular the Premiſſes, **And further, &c.**

A Bill for the quieting of Poſſeſſion of a Copyhold, where the Copies and Rolls are loſt, &c. And to have Witneſſes examined.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordſhip, your Orators *J. H.* of *L.* Gent. and *S.* his wife, That one *N.G.* was about 40 years ſince ſeized to him and his Heirs according to the Cuſtom of the Honor and Mannor of *M.C.* in the County of *M.* of and in a certain Copyhold, Meſſuage, Tenement or Cottage, with a Barn, Garden, Orchard, and Appurtenances thereunto belonging, parcel of the Honor and Mannor aforeſaid ſituate, lying and being in *H.* upon *T.* in the ſaid County of *M.* and being ſo thereof ſeized, the ſaid *N.G.* in or about the 9th year of the Raign of the late King *James* over *England*, &c. did for valuable Conſiderations of mony to him paid by *J.G.* late of *K.* upon *T.* in the County of *S.* Mercer, Father of him the ſaid *N.G.* and by Agreement between them, ſurrender the ſaid Meſſuage and Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *J. G.* his Heirs and Aſſigns, according to the Cuſtom of the ſaid Honour and Mannor, and after at a Court holden for the ſaid Honour and Mannor of *H.* on or about the 17th day of *M.* in the &c. year of the ſaid late King *James*, the ſaid *J.G.* was admitted Tenant to the Premiſſes by Sir *T.T.* deceaſed, then Deputy-Steward of the ſaid Honour and Mannor, and paid a Fine of 50 *s.* for his ſaid Admittance, And your Orator, *further ſheweth*, That the ſaid *J. G.* by virtue of the ſaid Surrender of the ſaid *N.* his Son, and of the ſaid Admittance as aforeſaid, entred into the ſaid Meſſuage, Tenement, and premiſſes, and peaceably and quietly held and enjoyed the ſame for the ſpace of about 26 years together. And about 10 years ſince, the ſaid *J.G.* did for the Proviſion of *O.G.* one of his younger Sons, ſurrender the ſaid Meſſuage, Tenement and Premiſſes into the hands of the Lord of the ſaid Honor and Monnor to the ſaid *O. G.* his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Mannor: And thereupon the ſaid *O. G.* was about 10 years ſince admitted Tenant to the Premiſſes, and paid a Fine of 4 *l.* for the ſame his Admittance accordingly. And afterwards, the ſaid *O.G.* being ſeiſed of the ſaid Meſſuage, Tenement or Cottage, with the Appurtenances, according to the Cuſtom of the ſaid Honor and Mannor, did for a valuable Conſideration of mony to him paid by one *T. D.* ſurrender the ſame Meſſuage and Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *T. D.* his Heirs and Aſſigns, according to the Cuſtom of the ſaid Honor and Mannor. And afterwards the ſaid *T. D.* was admitted Tenant thereunto, and paid a Fine for his Admittance accordingly; by virtue whereof he became ſeiſed of the ſaid Meſſuage and Premiſſes according to the Cuſtom of the ſaid Honor

Honor and Mannor. And the ſaid *T. D.* being ſo ſeiſed, did afterwards for a valuable Conſideration to him in hand paid by one *J. W.* ſurrender the ſame Meſſuage and Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *J. W.* his Heirs and Aſſigns, according to the Cuſtom of the Honor and Mannor: And the ſaid *J. W.* was admitted thereunto, and paid a Fine for his Admittance accordingly; and being ſo admitted, the ſaid *J. W.* was lawfully ſeiſed of the ſaid Meſſuage and Premiſſes, with the Appurtenances, according to the Cuſtom of the ſaid Honor and Mannor. And being ſo ſeiſed of the ſame, he the ſaid *J. W.* for a full and valuable Conſideration to him paid by your Orator, did bargain and ſell the ſaid Meſſuage and Premiſſes to your Orator, and ſurrendred the ſame into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of your Orators, and the Heirs of their bodies; and for want of ſuch Iſſue, to the uſe of your Orator and his Heirs for ever, according to the Cuſtom of the ſaid Honor and Mannor: and afterwards your Orators were admitted Tenants accordingly, and have paid a great Fine for ſuch their Admittance, and are lawfully ſeiſed of the ſame according to the Cuſtom of the ſaid Honor and Mannor; and the Rents, Iſſues, and Profits ought to have, take and receive to the Uſes aforeſaid, and peaceably and quietly to have, hold, and enjoy the ſame, the ſame having been held and enjoyed, and the Rents thereof received, had and taken by the former Owners of the ſame for the ſpace of about 40 years laſt paſt, as in all right, equity, and good conſcience, they ought to have, hold, and enjoy the ſame. But now ſo it is, may it pleaſe your Lordſhip, that one *G. S.* Eſq; deceaſed, was heretofore in his lifetime truſted with the Cuſtody of the Court-Rolls, and Court-Books, wherein ſeveral of the ſaid former Surrenders and Admittances were entred and enrolled, by which your Orators were able to make out their undeniable title and intereſt to be as is before ſet forth in and to the ſaid Meſſuage and Premiſſes, with the Appurtenances, howbeit the ſame are in the late times of trouble and War loſt or miſlayed, ſo that your Orators cannot tell how to come by or have the ſame, or true Copies thereof, albeit, as your Orators have been informed, that the ſaid Court Rolls and Court-Books were lately remaining at the ſaid *S.* his houſe in *W.* And that the ſame or ſome of them are ſince his death by ſome caſual and indirect means come into the hands, cuſtody, and poſſeſſion of *J. C.* the younger, of *K.* aforeſaid *W.* or ſome other or others to his uſe, and by his privity, conſent or knowledge; by virtue of which ſaid Court-Rolls and Court-Books, or ſome or one of them, or by ſome other wayes, or Copy in the cuſtody of the ſaid *J. C.* or ſome for him, he doth now pretend ſome Title to the ſaid Meſſuage and Premiſſes, giving forth, that he is Nephew and next Heir by the Mother ſide to the ſaid *N. G.* that ſurrendred the Premiſſes to the ſaid *J. G.* Father to the ſaid *N. G.* And in reſpect the ſaid Surrender is not now extant, nor no Record to be found thereof (as he preſumeth) he hath now lately diſturbed your Orators in the quiet poſſeſſion of the ſaid Meſſuage and Premiſſes, and hath or giveth out he intendeth to enter into and upon the Premiſſes, and hath commenced, or threatneth to commence, Suits

at the Common Law against your Orators, for the recovery of the Premisses from your Orators, but by what Writing, or Record, or Copy he claims the same, he refuseth to discover to your Orators or any of them. And albeit the said *J. C.* doth himself well know, and hath often heard his Father *J. C.* the elder yet living, acknowledge and affirm, that the said *J. C.* the younger his Uncle, the said *N. G.* did among other things or otherwise, many years since surrender to the use of the said *J. G.* Father of the said *N.* and Grandfather to the said *J. C.* the younger, his Heirs and Assigns, the said Messuage and Premisses according to the Custom of the said Mannor, and that by the same Surrender, the said *J.* the Grandfather did hold and enjoy the same near 26 years together, and then surrendred the same to the said *O. G.* and his Heirs, and that the same is by the aforesaid Surrenders and Admittances now invested and settled in your Orators and the Heirs of their Bodies, for a full and valuable Consideration, and that for about 40 years have been held and quietly enjoyed as aforesaid, yet the said *J. G.* the younger, doth by threats of Suits so terrifie your Orators Tenant, that he is very fearful to inhabit and dwel in the said Messuage and Premisses. All which doings and dealings of the said *J. C.* the younger tends to your Orators great damage, and the utter dis-inherison of the Heirs of their Bodies, and is contrary to Equity and Conscience. In tender Consideration whereof, and for as much as the said Surrenders, Court Rolls, and Court-Books, which do manifest your Orators Title to the said Premisses are either lost or imbezelled as aforesaid, or otherwise the same or some of them which concern the said Messuage and Premisses, are come into the power and knowledge of the said *J. C.* the younger, or some other or others to his use: And for that such persons as were privy to the making of the said Surrender by the said *N. G.* to the use of the said *J. G.* and his Heirs aforesaid, and the Tenants and persons which were present at the Court of the said Honor and Mannor when the same Surrender was pretended, and the said *J. G.* admitted Tenant to the same Premisses as aforesaid, and the Clerks of the said Sir *T. T.* which can prove his hand-writing set to the Copies of Court-Roll and Writings, manifesting the said Surrender and Admittance, or so many of them as are yet living, are now become very ancient and infirm; and in case they should all die or grow unable to travel before any tryal at Law should be had touching the said Premisses, or that they were examined, in this case your Orators in time to come may receive and suffer very great prejudice for want of their testimony. To the end therefore, that the said *J. C.* the younger may true Answer make to all and every the Premisses, and may set forth what he doth know or hath heard his Father the said *J. C.* the elder declare and affirm touching the Surrender made by the said *N. G.* to the use of the said *I. G.* as aforesaid, and when and where, and upon what consideration the said *N. G.* did surrender the same Messuage and Premisses to the said *I. C.* as aforesaid. *And* to the end that the said Court-Rolls and Court-Books may be produced and proved in this Honourable Court, by such Witnesses as were present and yet living at the making of the said Surrender by the said *N. G.* to the use of the said *I. G.* his Father, and his

Heirs

Heirs and Aſſigns, as aforeſaid, and the preſentment of the ſaid Surrender, and the Admittance of the ſaid *J. G.* And likewiſe that your Orators may if they can prove the hand and name of the ſaid Sir *T. T.* ſubſcribed to the to the Copies and Writings touching ſuch Surrender and Admittance to be of the hand-writing of the ſaid Sir *T. T.* and the ſaid *J. G.* in poſſeſſion of the Premiſſes accordingly, and that their depoſitions touching the ſaid Premiſſes may be taken and recorded in this Honourable Court for the preſervation of their teſtimonies, that your Orators and their Heirs may hereafter in time to come have the uſe and benefit thereof, for the preſervation and proof of your Orators right and intereſt of and in the ſaid Meſſuage and Premiſſes as aforeſaid. *And* to the end your Orators poſſeſſion in the Premiſſes may be by the Authority of this Honourable Court, quieted and eſtabliſhed, and that your Orators may be relieved in all and ſingular the Premiſſes, according to Equity and Juſtice, May it pleaſe your Lordſhip to grant to your Orators his Majeſties moſt gracious Writ of *Subpœna* to be directed to the ſaid *J. C.* the younger, thereby commanding him at a certain day, and under a certain Pain therein to be limited, perſonally to be and appear in the High Court of *Chancery* before your Lordſhip then and thereupon his Corporal Oath to anſwer all and ſingular the Premiſſes punctually, plainly, and truly, and to ſtand to and abide ſuch further Order and direction herein, as to your Lordſhip ſhall ſeem agreeable to Equity and Juſtice; *And* your Orators ſhall pray, &c.

A Bill *to diſcover Counter-parts of Leaſes, and how the Tenants hold their Tenements.*

To the Right Honourable E. *Earle of* C. *Lord High Chancellor of* England.

IN moſt humble wiſe Complaining, *Sheweth* unto your good Lordſhip, your Orator *B. T.* of *L.* Merchant, Adminiſtrator of all and ſingular the Goods, Chattels, Credits and Rights which late were of Sir *J. C* Kt. deceaſed, That whereas the ſaid Sir *J. C.* was in his life time, and at the time of his deceaſe, lawfully poſſeſſed of and in divers Goods, Chattels, Plate, ready Mony, and other things, to the value of 500 l. or thereabouts, and of and in divers Leaſes and other Eſtates to him made, of and in divers Meſſuages, Lands and Tenements of in and about the City of *L.* of a great value, and amongſt other Eſtates and poſſeſſions, to him by due courſe of Law conveyed and ſettled, was lawfully poſſeſſed by virtue of a Leaſe and Demiſe to him made and granted from *A. B.* &c. of and in 30 Meſſuages or Tenements, with the Appurtenances, ſcituate, lying and being in or near *B.* within the City of *L.* or within the Precincts thereof, now or late in the ſeveral Tenures or Occupations of *T. S. R. B. R. S. E. T.* &c. and others whoſe

names your Orator knoweth not: But, humbly prayeth that they may be inserted herein and made Defendants to this Suit, when their names shall be found out, discovered or known; Some of which said Messuages and Tenements, the aforesaid Tenants or some of them have held and enjoyed, and and do still hold and enjoy by force and virtue of several Leases to them made and granted by and from the said Sir *J.C.* upon and under the reservation of several yearly Rents in them severally reserved and contained, and the residue of the said Tenants, have and do hold the rest of the said Tenements at and under the payment of certain Annual Rents, the certainty or particulars whereof, or of the said Rents reserved upon the said Leases, your Orator wanting the Counter-Parts of the Leases, cannot discover the true Annual value of the said Tenements, but by the Oaths of the Defendants herein before and after named: How be it, your Orator hopeth to prove and make appear unto this Honourable Court, that the said Messuages and Tenements were and are of the true yearly value of 300 l. and upwards over and above all Rents, Charges, and Reprises. And, the said Sir *J.C.* being so possessed of and in the said Estates, Leases, and Possessions, and of and in the said Leases and Rents above one year now last past, died so possessed; after whose decease, the Administration of all and singular his Goods, Chattels, Credits, and Rights, was committed and granted to your Orators by the Official of the Diocess of *L.* according to the Ecclesiastical Laws and courses in these cases provided; who have taken upon him the said Administration, and entred into and upon the said Messuages and Tenements, and hath demanded the several Rents, due by the said Tenants of and for the said Tenements by them severally held, and by virtue thereof, your Orator is lawfully possessed of and in the said Estates and Leases, Rents, Rights, Credits and other the personal Estate of the said Sir *J.C.* the Intestate, and ought to receive and take the benefit thereof. Nevertheless, so it is, may it please your good Lordship, That one *J. G.* and *W. T.* who have combined and confederated themselves together to defraud and defeat your Orator of all the said Estates, do now unjustly, and without any lawful power or Authority pretend, That they or one of them, or some others to their use or by their Assignment or Appointment, have some other Estate assigned to them or some or one of them, by and from the said Sir *J.C.* of and upon the said Leases and Tenements, and to that intent and purpose have forwarned your Orators said Tenants from payment of their said Rents unto him due ever since the decease of the said Intestate, and have contrived and made unto and amongst themselves, or to some other persons to your Orator unknown, divers secret and fraudulent Conveyances and Assurances of the Premisses or some part thereof, and do conceal the Estate, Leases, Rents, Goods and Chattels from your Orator, and do deny to give an account, or to make any payment unto him for the same, with the Arrears formerly due; and do deny and refuse to deliver unto your Orator as well the said Original Leases of the said Messuages and Tenements, and other Writings, Bonds, Bills, and other Specialties, being of the value aforesaid, which they or one of them have in their hands, custody or possession concerning the personal Estate of the said

Intestate

Inteſtate, as alſo of the Counterparts of the ſaid Leaſes made unto the ſaid Tenants, whereby your Orator may be enabled by due courſe of Law to recover and receive his ſaid Rents by them or one of them heretofore received of and for the Premiſſes, and to diſcover the ſaid Eſtate, and what they or any of them have or do now claim to have, and what moneys they or any of them have received, and of whom, contrary to all Right, Equity, and good conſcience. In tender Conſideration whereof, and foraſmuch as your Orator is altogether remedileſs by the courſe of the Common-Laws of this Realm to be herein relieved. And hath no other means to have redreſs in the Premiſſes, but in the Equity before your Lordſhip in this Honourable Court; and the rather, for that your Orator knoweth not the certain dates and Contents of the ſaid Original Leaſes, and Counter-parts of the ſaid Leaſes, nor what is become of the ſame, nor in whoſe hands, cuſtody or poſſeſſion, they or any of them are remaining, and without the ſight of them cannot recover the ſaid arrears of Rents and other Rents due and to be due of and for the Premiſſes, as by the ſtrict courſe of of the Common-Law is required. And to the end the ſaid *J.G. W.T.* and all other the Tenants and Occupiers of the ſaid Houſes and Tenements, may, by the Juſtice and Authority of this Honourable Court, be Ordered to pay the ſaid Arrearages of Rents, and the Rents hereafter to be due unto your Orator, and upon their Corporal Oaths truly ſet forth and diſcover what Eſtate or Eſtates, Leaſe or Leaſes, they or any of them have or do claim of and in the Premiſſes, or part thereof; and what Rents they or any of them have paid or do pay for the ſame, and to whom; And wherefore they have not and do not pay the ſame unto your Orator, and alſo produce and bring into this Honourable Court the ſaid Original Leaſes and Counterparts of Leaſes, with all Writings, Deeds, and Evidences touching and concering the Premiſſes, as alſo the ſaid Bonds, Bills, and Specialities; and what Sum or Sums of mony were due and owing unto the ſaid Inteſtate at the time of his deceaſe, and by whom; May it pleaſe your good Lordſhip to grant unto your Orators his Majeſties moſt gracious Writ of *Subpœna* to be directed unto the ſaid *J.G. W.T. T.S. R.B. R.S.* &c. and other the Tenants aforeſaid, commanding them and every of them, &c.

A Bill *to discover Settlements for the Provisions of Daughters,* &c.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordship, your dayly Orator *C. W.* of *H.* in the County of *L.* Esq; Administrator of all and singular the Goods and Chattels, Rights, and Credits of *L.* his late deceased Wife, one of the Daughters of *H. J.* late of *D.* in the County of *L.* Gent. deceased. That *whereas*, the said *H. J.* in his life time, that is to say about 6 years since was possessed, and Interessed of and in a very great personal Estate consisting of Jewels, Plate, Gold-Rings, ready Mony both in Gold, and Silver, arrears of Rents, stock in Mony, Goods, and Merchandizes, in the East *India* Company and elsewhere employed in the way of Trade, or at Interest, or otherwise, Adventures at Sea, parts of Ships, Pewter, Brass, Linnen, Woollen, Beds, Bedding, and Furniture of and belonging to the same, with Hangings, and other Houshouldstuffe, and Goods, and of several Goods, Debts, Statutes, Recognizances, Bonds, Bills, and other Writings, and Specialities manifesting divers sums of mony to be due and owing and payable unto him the said *H. J.* or to some other person or persons in trust for him, by and from several persons therein named, and of and in diverse Leases, for diverse years then to come, and unexpired, and of and in diverse Messuages, Lands, Hereditaments, and Tenements, in the respective Indentures of the same Leases mentioned and expressed; and of other personal Estate to the value of 50000 l. and upwards, and being of, and in the same so possessed and intressed, and being minded, and resolved to make a certain provision for the portions of his Daughters, to be by them had and injoyed and to be to them respectively paid, at their respective ages of 18 years, or thereabouts, or at their respective dayes of Marraige; he the said *H. J.* in or about the month of *N* which was in the year of our Lord 1654. did Grant, make over, settle, and assure, by some one, or more Writing or Writings, by him duly executed, all his personal Estate aforesaid, unto *H. J.* and *H. W.* Sons of the said *H. J.* in trust, nevertheless, for his Wife and Daughers, *R. S.* (your Orators said late Wife) *D.* and *B.* either to be equally divided amongst them, or otherwise to the intent that certain portions, or sums of Mony might and should be made, and raised by and out of the same personal Estate and paid unto the same his Daughters aforesaid, at their respective ages of 18 years or thereabouts, or respective dayes of marriage, which should first happen; and that if any of his Daughters should dye before she or they had attained the age of 18 years, or should be married, that then the part and portion, of and belonging to every of them so dying, should remain, and be divided, and paid unto, and amongst the survivor and survivors, of the same his Daughters aforesaid: and upon the same trusts, and to the same intents, or some other like Trust,

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and the like intents for proviſion for his Daughters; he the ſaid *H. J.* did likewiſe, about the time aforeſaid, by the ſame or ſome other Writing or Writings, by him duly executed, grant and make unto the ſaid *H. C.* and *H.W.* or to ſome other perſon or perſons, as yet to your Orator unknown, whoſe Names, when your Orator hath diſcovered, he prays may be inſerted herein, with apt charges againſt them, for the term or terms of 21 years, or ſome other term of years therein mentioned, of certain Grounds, with the Appurtenances called *W.* and of certain Lands, with the Appurtenances called *W.* and of divers other Lands, Tenements, and Hereditaments, ſituate lying and being in the ſaid County of *L.* and elſewhere in this Realm, with their and every of their Appurtenances, of the clear yearly value of 900 l. or ſome other great yearly value, over and above all charges and repriſes whereof, and wherein the ſaid *H. J.* was then lawfully and ſolely ſeiſed of an Eſtate of Inheritance in Fee-ſimple, or of ſome other Eſtate, whereby he hath full power and authority, to make and grant the ſame Leaſes for terms of years aforeſaid. The Rents and Profits of all which ſaid Grounds, Lands, and Premiſſes, with the Appurtenances, for and during the reſpective terms aforeſaid, or ſome of them, are declared and appointed by the ſame Leaſe or Leaſes, Writing and Writings aforeſaid, or ſome of them; or otherwiſe by the ſaid *H. J.* to be paid unto, and diſtributed only amongſt the ſaid Daughters for their Portions; or otherwiſe at their reſpective Marriages, or Ages aforeſaid; and in caſe of the death of one, or more of them, happening before, then to the Survivor or Survivors of them; or upon ſuch truſt or truſts as herein is before expreſt, in and by the ſaid ſeveral Leaſes and Writings aforeſaid, as, if your Orator had the ſame to produce, relation to them reſpectively being had, more plainly and at large appeareth. *And* the ſaid *H. J.* in and by the Writings aforeſaid, or ſome of them, or by ſome other Writings by him executed, did provide and declare, That if *H. S.* his Wife, ſhould at any time be minded to take upon her the management of the ſaid perſonal Eſtate and Rents, and Profits of the ſaid Lands and Premiſſes ſo ſetled as aforeſaid; and the truſts of and concerning the ſame being ſuch, or to the ſame effect, as herein is before ſet forth, that then the ſaid *H.* and *C. W.* and other the ſaid Truſtees, for and concerning the Premiſſes, ſhould convey and aſſign over their reſpective Eſtates therein, unto the ſaid *H. S.* upon the truſts aforeſaid; and that then ſhe ſhould ſtand and be charged with the ſame truſts, and the performance thereof, to all intents and purpoſes, as the Truſtees aforeſaid were to have performed the ſame. *And* your Orator *further ſaith* unto your Lordſhip, that the ſaid *H. J.* within ſome ſhort time of the making of the ſeveral Settlements, Leaſes, and Writings aforeſaid; that is to ſay, in or about the moneth of *J.* which was in the year of our Lord, 1655. dyed; and the ſaid *H. S.* his Wife, him ſurvived; and after the making of the ſaid Settlements, Leaſes, and Writings, did deſire to take upon her the management of the ſaid perſonal Eſtate, and Rents, and Profits, of the ſaid Lands, Premiſſes, and the ſaid Truſts of and concerning the ſame; and the ſaid *H.C.* and *H.W.* and other the Truſtees aforeſaid, did by ſeveral Writings and Conveyances as is pretended, convey and aſſign over all

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their respective Estates and Interests, of and in the same respectively, unto her the said *H. S.* upon the Trusts aforesaid; and she the said *H. S.* did accept of such Conveyances and Assignments, upon the Trusts aforesaid; and did declare, that she would well and faithfully perform the same, according to the true meaning of the said *H. J.* expresst as aforesaid; and by means and virtue of the said several Leases, and other Writings and Deeds of Settlement aforesaid, and of the several Assignments thereof, and of the Estates thereby made and granted: or if no such Assignments were made; yet by the connivance and permission of the said *H. C.* and *H. W.* by the said Trusts unto her the said *H. S.* made as aforesaid, she the said *H. S.* hath possessed her self of, and gotten into her hands, custody, or possession; or into the hands, custody, or possession of some other person or persons, to her use, or by her delivery, privacy, consent, knwledge, or agreement, all and singular the said Jewels, Moneys, Stock, and Profits thereof made, Arrearages of Rents, Debts, Statutes, Recognizances, Bonds, Bills, and other Writings, and Specialities, Plate, Bedding &c. and other Goods and personal Estate of the said *H. J.* so setled and granted as aforesaid, consisting of the particulars aforesaid, and of the value aforesaid: *And likewise* hath received, had and, and taken, all and every of the Rents and Profits of the said Lands, Tenements, and Premisses, with the Appurtenances, ever since the death of the said *H. J.* hitherto amounting in all to the sum of 4000 pounds and upwards, and hath disposed thereof, and of the personal Estate aforesaid, to her own use: in respect whereof, she the said *H. J.* is lyable, and ought in all Equity and good Conscience, to perform and make good the Trusts aforesaid, and dispose of all Rents, Profits, and personal Estates aforesaid, in order thereunto. *And* your Orator *further sheweth*, That your said Orator did Marry and take to Wife the said *K.* one of the Daughters of the said *H. J.* about one year and a half since, by and with the consent, liking, and agreement of *H. S.* *And* your Orator, before such his Marriage aforesaid, having Communication and Treaty with the said *H. S.* about the said Marriage, and about the Portion of the said *K.* his then intended Wife, and her Sisters; the said *H. S.* did acquaint your Orator with the said Settlements and Trusts aforesaid, and that there was, or in a short time afterwards would come into her hands, for or towards the Portion of the said *B.* the sum of 1500l. or thereabouts; the one half of whose Portion, she told your Orator would come unto him, in case the said *B.* who was then sickly, and very weak, and not likely to live long and unmarryed, and under the age of 18 years, should die before she attained that age, or was marryed, over and besides the sum of Money which she agreed to pay, and did pay; or secure unto your Orator in Marriage with the said *K.* being 1500 l. which was one principal motive and inducement to your Orator, to consent and agree to the said Marriage; and to make unto the said *K.* such large and plentiful a Joynture as he then did, being of the value of 400 l. and upwards, out of your Orators Messuages, Lands, Tenements. Now your

your Orator Further ſheweth unto your Lordſhip, that the ſaid *B.* after your Orators intermarriage with the ſaid *K.* to wit, about 10 years ſince, dyed unmarryed, and before ſhe attained the age of 18 years, by means whereof, her part and portion of, and in the ſaid perſonal Eſtate, Rents, and Profits, did rightfully come and belong, and ought to have been well and truly paid, divided, and ſatisfied, unto your Orator, in the behalf of the ſaid *K.* his Wife, and unto the ſaid *S.* the ſurviving Daughters of the ſaid *H. S.* equally between them. And your Orator well hoped, that the ſaid *H. S.* would have well paid, and juſtly ſatisfied unto him, the full part, portion, and ſhare, which belonged and was due unto him, in right of his Wife, of and for the perſonal Eſtates and Rents, and Profits aforeſaid, as well in reſpect of the death of the ſaid *B.* aforeſaid, as otherwiſe, as in all Equity and good Conſcience ſhe ought to have done. Which notwiſtanding, ſhe the ſaid *H. S.* abſolutely denying to do, your ſaid Orator, and the ſaid *K.* his Wife, being thereunto enforced by the obſtinate and wilful refuſal of the ſaid *H. S.* to pay unto them what really and juſtly was due and belonged unto them, by the means and manner aforeſaid, did on or about *Trinity* Term, which was in the year of our Lord, 1660. exhibit their Bill of Complaint in this Honourable Court, againſt the ſaid *H. S.* to be relieved touching the Premiſſes: But ſhe the ſaid *H.* contemptouſly refuſed to make any Anſwer thereto, although ſhe was then duly ſerved with Proceſs to appear, and anſwer the ſaid Bill, and the ſeveral Proceſſes of Contempt were taken out againſt her, for refuſing ſo to do. Since which time (to wit) in or about 10 moneths ſince, the ſaid *K.* your Orators ſaid late Wife dyed; and after her death, your Orator did procure Letters of Adminiſtration, of all and ſingular her Goods and Chattels, Rights and Credits, to be legally granted and committed unto him, under the Seal of the Prerogative Court of *Canterbury*; and thereby became legally entitled unto, and ought to have had and received from her the ſaid *H. S.* ſuch part, portion, and ſhare, of the ſaid perſonal Eſtate, and of the Rents and Profits aforeſaid, as was any way due, or ought to have been paid unto your Orator, in right of the ſaid *K.* his late Wife, in caſe ſhe the ſaid *K.* were ſtill living. And your Orator hath accordingly at ſeveral times, in all reſpective manner, repaired unto the ſaid *H. S.* and requeſted her to pay and ſatisfie the ſame unto your ſaid Orator. But ſo it is, may it pleaſe your Lordſhip, that the ſaid *H. S.* by Combination with the ſaid *C.* and *W. H.* and *H. S.* the Siſter, who pretends a Right and Title by Survivorſhip, unto the Portions of the ſaid *D. B.* albeit ſhe and every one of them knoweth the truth of all and ſingular the Premiſſes to be ſuch, as is herein before ſet forth; and that the reſpective portions or ſhares aforeſaid, of the ſaid *K.* and the ſaid *B.* did amount to far above the ſum of 2500 pounds, having gotten into her, or their, or ſome of their hands, cuſtody or poſſeſſion; or into the hands cuſtody or poſſeſſion of ſome other perſon or perſons to her, or his or their uſe, or by her or their delivery or privity, all and every the Deeds and Writings, whereby the ſaid Lands, Tenements, and Hereditaments, with their Appurtenances; and the Goods, Chattel, and

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perſonal Eſtate, were granted, aſſured, and ſettled by him the ſaid *H. J.* upon the ſeveral Truſts aforeſaid, or upon ſome other Truſts, for his Daughters before named: and having ſo, as aforeſaid, poſſeſſed her, and themſelves of the ſaid perſonal Eſtate, and received and taken the Rents and Profits of the ſaid Grounds, Lands, Tenements, and Premiſſes, with the Appurtenances; and taking advantage of your Orators Ignorance, of and concerning what perſonal Eſtate, and the particulars and true values thereof; and what Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and the yearly value of them, and where ſcituate or lying, whereof the ſaid *H. J.* had and was ſeized and poſſeſſed of in his life time, and that were by him ſettled and aſſured in Truſts, for raiſing Portions for his ſaid Daughers, or otherwiſe for their benefit; and of and concerning the true Contents of the ſaid Writings and Deeds of Settlement aforeſaid, in reſpect your Orator lived, and ſtill liveth remote from the place, where the ſaid *H. J.* lived, and was a ſtranger to him, and no wiſe acquainted with his Eſtate; and by reaſon thereof, and by the cloſe carriage and dealings of the ſaid *H. S.* &c. towards him concerning ſuch Affaires, did not, neither could acquaint himſelf with, or diſcover the ſame, ſhe the ſaid *H. S.* and other their Conſiderates, do now go about and endeavour to obſcure and conceal the Eſtate, Settlements, and Aſſurances aforeſaid; and all the Deeds and Conveyances whereby the ſaid *H. J.* did in any other ſort or mannor ſettle and convey his perſonal Eſtate, for the uſe and benefit of his Children. *And alſo*, the perſonal Eſtate of the ſaid *H. J.* and the particulars, and true yearly values of the ſaid Mannors, Meſſuages, Lands, and Premiſſes, ſo ſetled as aforeſaid, and ſtill refuſeth to ſatisfie or pay to your Orator, the part, portion, and ſhare of the ſaid perſonal Eſtate, Rents and Profits aforeſaid, which belongeth unto him as aforeſaid; or to diſcover unto him what the ſame is or doth juſtly and fully amount unto and to colour ſuch her dealings, they do ſometimes pretend, and give out in ſpeeches, that the ſaid *H. J.* did not make any ſuch, or other Settlements, Aſſurances, Conveyances, or Eſtates in truſt, or for the benefit of his ſaid Daughters, of or in his perſonal Eſtate, or any part thereof, or of or in any his Mannor, Meſſuages, Lands, Tenements, or Hereditaments whatſoever, within the ſaid County of *L.* or elſewhere in *England*. *And*, ſometimes do confeſs that he did make ſuch, or the like Settlements or Eſtates, as are herein before ſet forth, and upon the ſame, or like cauſes, as touching his ſaid daughters, as are likewiſe before mentioned, and hath ſhewed ſome of them to your Orator; but refuſed, and ſtill doth refuſe, to let him have, or take any Copy thereof, or any ſerious peruſal of the ſame, or of all or any of the Contents of the ſame, and pretendeth, that little benefit hath riſen to or for the ſaid daughers by means thereof, and for that the ſaid *H. J.* his Eſtate real and perſonal, was ſequeſtred by the Parliament, and part of his perſonal Eſtate taken away, by ſeveral Committee-men, and other perſons, who had authority from the ſaid Parliament to do the ſame, and the Rents and Profits of the Lands received, and taken by the Sequeſtrators for a long time after his death. *Whereas* ſhe the ſaid *H. S.* or ſome or one of the Confederates, notwithſtanding ſuch her pretences, well know; and the truth of it is, that the

ſaid *H. I.* did in his life time, grant, convey, ſettle, and aſſure, all his perſonal Eſtate, and the Rents and Profits of his ſaid Lands before named, and divers others his Mannors, Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances in truſt, for or to be diſpoſed of, for the benefit of his ſaid Daughters as aforeſaid; and that but little of his ſaid perſonal Eſtate was taken away whileſt he was under Sequeſtration; and what was ſo taken away, remained undiſpoſed of, and was kept in ſuch perſons hands, as were reſponſible for the ſame, and there remained, until the ſaid Sequeſtration was wholly taken off, and diſcharged; which was in or about the month of *I.* which was in the year of our Lord, 1650 being within few dayes after his death. *And* that he, or ſome of them, did receive, or might have received all the Arrears of Rent which were behind, for 3 years, or thereabouts, at his death, which amounted in all to 3000 l. and upwards; and ſhe or ſome of the Confederates did or might have taken and poſſeſſed her or themſelves of ſo much, or the greateſt part, of the ſaid perſonal Eſtate which was ſo taken away or recovered the ſame or the value thereof with damages of ſuch perſon and perſons who had and detteyned the ſame accordingly. And, the ſaid *H. S.* the ſiſter pretendeth unjuſtly to have the ſaid portion of the ſaid *B.* by ſurvivorſhip being contrary to the truſts aforeſaid, it being provided by the ſaid truſt that the ſame ſhould be ſo divided amongſt the ſurviving Siſters, of which the ſaid *K.* your Orators Wife was one; all which dealings and proceedings of the ſaid *H. S.* &c. are contrary to all equity, and Good conſcience, and by means thereof the ſaid ſettlements of the ſaid *H. I.* are likely to become fruitleſs, and the truſts thereby repoſed, are likely to remain unperformed, and his true intent and meaning defeated, and your Orator like to ſuſtain exceeding great wrong, and prejudice, unleſs he ſhall be relieved in the Premiſſes, in this Honourable Court, according to right, equity, and good conſcience. In tender Conſideration whereof, and for that your Orator hath no means at or by the Common Laws of the Land to diſcover the ſaid ſettlements and truſts aforeſaid, and the contents of the ſame, or to compel a performance of the ſaid truſts; nor can thereby, or by any means, ſo well as by the Anſwer of the ſaid *H. S.* &c. hereunto, upon their corporal Oaths, diſcover the truth of the Premiſſes, nor be relieved concerning the ſame otherwiſe then by the aid and aſſiſtance of this Honourable Court. *And* to the intent that the ſaid *H. S.* &c. may make perfect and direct anſwers unto all the ſaid Premiſſes, upon their corporal Oaths, and may ſet forth and diſcover whether the ſaid *H. I.* did not before his death, and how long before his death, Grant, Convey, ſettle, and aſſure, by one or more Writing, or writings, by him executed, all or any part, or what part in particular, of his perſonal Eſtate to the ſaid *H. C.* and *H. W.* or one of them, or to ſome other perſon or perſons, and what perſon or perſons by name and abode, upon the truſts aforeſaid, or upon any other; and what other truſts or to what other purpoſe, for or concerning the raiſing of portions, or for the benefit of the ſaid *K.* and her ſaid 3 Siſters before named, and what the true date and contents of the ſame writing and writings are, and in whoſe hands, cuſtody, and poſſeſſion the ſame are, and who are Witneſſes to the ſealing and Delivery

livery thereof, and may alſo diſcover and ſet forth whether the ſaid *H. J.* did not before, and how long before his death make and grant to the ſaid *H. C. H. W.* or one of them, and which of them, or to ſome other; and what perſon and perſons, by name and abode, one or more Leaſe or Leaſes, for years or ſome other, and what other Eſtate or Eſtate in writing or otherwiſe of and in the ſaid Lands, and Grounds, in *V.* and *W.* or any and which part or parcel of them, or any of them, and of and in divers other, and what other Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and where ſcituated lying, and being, and in whoſe occupation, and of what yearly value, upon the truſts aforeſaid, or upon what other Truſts, or to what other purpoſe, for or concerning the raiſing of Portions for the benefit of the ſaid *R.* and her ſaid 3 Siſters as aforeſaid, and what are the true date and contents of the ſame Writing and Writings, whereby ſuch Leaſe or Leaſes, or other Eſtate or Eſtates are made, and in whoſe hands cuſtody, or poſſeſſion the ſame are, and who are Witneſſes to the ſealing and delivery thereof; and whether every or any, and which of the ſaid Grants, Leaſes, and Eſtates aforeſaid, were at any time, and when aſſigned and made over to the ſaid *H. S.* *And* whether ſhe hath not received, had, taken or diſpoſed the Rents and Profits of the Lands and Premiſſes ſo ſeiled and aſſured; or who elſe hath for all the time, or what time ſince, and what and how much Rents and Profits ſhe or any other hath received, had, taken, or any wayes made or raiſed, of, for, or by the ſame Lands and Premiſſes, or any, and which of them yearly, otherwiſe ſince the death of the ſaid *H. J.* *And* may alſo diſcover and ſet forth what, how much, and how many Jewels, pieces of Plate, ready monys, either in Gold or Silver, Stock, Pewter, Braſs, Linnen, Woollen, Beds, Bedding, and Furniture of and belonging thereunto, Hangings, Leaſes, Bonds, Bills and other Specialties, and other Goods, Chattel, and perſonal Eſtate whatſoever, ſhe the ſaid *H. S.* or *H. C.* or *W. H.* hath poſſeſſed her or themſelves of, or gotten into her or their hands, cuſtody, or poſſeſſion; or into the hands, cuſtody, or poſſeſſion, of any other, and what other perſon or perſons, by name and abode, to her or their uſe; or by or with her conſent, delivery, privity, knowledge, and where the ſame now are, and the particulars and true values of them, and every of them; and what Debt, Sum or Sums of Money, Arrears of Rent, Goods, Stock, and Merchandizes, and the particulars and true values thereof, which belonged to the ſaid *H. J.* or were due and owning to him at his death, by what perſon or perſons, by name and abode, for her or them, or by her or their, or either of their conſent, direction, privity, or agreement, hath, had, received, taken, or diſpoſed of ſince his death, and what are yet unreceived, and by whom are the ſame due and owing. *And* may diſcover and ſet forth what perſonal Eſtate, and particulars, and true values thereof, the ſaid *H. J.* was poſſeſſed of, and intereſſed in, at the time when he made the Grant, Aſſurance, or Settlement, of and concerning the ſame, for the raiſing of Portions, or other benefit of or for the ſaid *K.* and his other Daughters before named, and how the ſame hath been diſpoſed of ſince, and into whoſe hands, cuſtody, or poſſeſſion, and by whoſe direction and means the ſame

have

have ſince come, or been diſpoſed of, and who hath the ſame now. *And* to the intent *alſo*, that the ſaid *H. S.* &c. may likewiſe ſet forth, whether there did belong and was due to the ſaid *B.* of the Eſtate aforeſaid of 500 *l.* or what other ſum of Money, and what or how much the ſaid *H.* did acknowledge or confeſs was ſo due unto her, or would thereafter become due unto her; and whether your Orator did not thereupon conſent and agree unto the ſaid Marriage, and make ſuch Joynture unto the ſaid *K.* aforeſaid. *And* that the ſaid *H. S.* &c. may be compelled to render a true accompt of what ſhe, they, or any of them, hath received and had of the perſonal Eſtate of the ſaid *H. S.* ſince the ſettlement thereof as aforeſaid; and of the Rents and profits of the ſaid Lands and Premiſſes, or any of them, ſince the Leaſes and other Eſtates were alſo made by him as aforeſaid, and ſet forth what is juſtly and truly due, or belonging unto your Orator, for the part, ſhare, and portion of the ſaid *K.* as well in reſpect of the death of the ſaid *B.* as otherwiſe. *And* may be compelled to pay the ſame unto your Orator, as in all Equity and good Conſcience they ought. *And* that the ſaid *H. S.* the Siſter, may ſet forth, by what Title ſhe claimeth the whole portion of the ſaid *B.* or what ſhe hath received for her portion, out of the Eſtate of the ſaid *H. J.* or what particular Right ſhe claimeth under the Truſts and Settlements aforeſaid; that they and every of them may true anſwer make upon their Corporal Oath, to all and ſingular the Premiſſes; and that your Orator may be relieved therein, in this moſt Honourable Court, according to all Equity and good Conſcience: Which he humbly prayeth, may it pleaſe your Lordſhip, to grant unto your Orators his Majeſties moſt gracious Writ or Writs of *Subpœna*, to be directed to the ſaid *H. S.* &c. Thereby commanding her, and every one of them, at a certain day, and under certain pain therein to be limited, perſonally to be, and appear before your Lordſhip, in the high and Honourable Court of *Chancery*, then and there to make a perfect and direct Anſwer to all the ſaid Premiſſes, upon their Corporal Oaths. And further, to ſtand and abide, and perform ſuch Order, Decree, and Direction, touching the ſame, as to your Lordſhip, and the ſaid Court ſhall ſeem to ſtand with Right, Equity, and good Conſcience. *And* your Orator ſhall daily pray, *&c.*

A Bill to reedeem a Mortgage.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your good Lordships, your daily Orator *A. M.* of *L.* Gent. Son and Heir of *A. M.* late of *M.* in the County of *E.* Gent. deceased, That the said *A. M.* your Orators said late Father deceased, was heretofore; That is to say, in or about the year of our Lord, 1642. seised in his Demesne, as of Fee, or some other good Estate of Inheritance, of and in all that Capital Messuage or Tenement, commonly called or known by the name of *W.* scituate, lying, and being in *M.* aforesaid, with all the Out-houses, Edifices, Buildings, Yards, Orchards, and Gardens, thereunto belonging. *And* also, of, and in all that Meadow commonly called or known by the Name of *P.* Mead containing by estimation 17 Acres, lying in the Parish of *S.* in the said County of *E.* *And* your Orators said late Father, being so of the said Messuage and Premisses seised as aforesaid; he the said *A. M.* your Orators said late Father, did in or about the month of *I.* which was in the year of our Lord God, 1644. borrow of one *A. S.* Widdow, the Sum of 500 l. *And*, for the securing of the payment of the said 500 l. with Interest, the said *A. M.* your Orators said late Father deceased, in and by a certain Indenture, bearing date on or about the 26 day of *I.* in the said year of our Lord, 1644. did grant, bargain and sell the same Messuage, Lands, and Premisses, before mentioned unto the said *A. S.* her Heirs and Assigns for ever: Provided nevertheless, and upon this Condition, that if the said *A. M.* his Heirs, Executors, Administrators, or Assigns, or any of them, did pay or cause to be paid unto the said *A. S.* her Executors, Administrators, or Assigns, at or in the then dwelling house of *W. P.* Mercer, scituate in *C.* in the County of *E.* the full sum of 590 l. of lawful Mony of *England*, in manner following; That is to say, the Sum of 15 l. parcel thereof, upon the 8th of *I.* next ensuing the date thereof; and the like sum of 15 l. more thereof, upon the 12th of *I.* in the year 1645. and 15 l. more upon the 2 day of *July* then next following; and 15 l. more on the 12th of *I.* 1646. And 15 l. more upon the 12th of *I.* then next following; And 515 l. residue upon the 12th. of *I.* 1647. That then the said Bargain and Sale should be void; as by the Deed of Bargain and Sale on that behalf may appear. Now your Orator *further sheweth* unto your good Lordships, that the said *A. M.* did for some time after the said Mortgage so made as aforesaid, pay the Interest of the said 500 l. as the same became payable as aforesaid; But the late Wars and Troubles in this Nation happening; and the said *A. M.* impoverished by losses, and otherwise; and wanting Monyes, did neglect to continue the payment of some of the said Interest-Monyes. *And*

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thereupon the ſaid *A.S.* did about 14 yeares ſince, enter into the ſaid Meſſuage and Premiſſes, as aforeſaid, mortgaged unto her. *And* ſhe the ſaid *A.S.* by her ſelf, her Servants, Agents, and Tenants, did divers yeares together take and receive the Rents, Iſſues, and Profits, of the ſaid Meſſuage and Premiſſes. *And* did thereby yearly make, receive, and had the ſum of 40 *l.* and upwards. *And* the ſaid *A.* dying about 10 yeares ſince, one *W.P.* of *C.* in the ſaid County of *E.* Mercer, and one *W.P.* of *R.* in the ſaid County of *E.* Yeoman, immediatly after the death of the ſaid *A.S.* did enter into the ſaid Meſſuage and Premiſſes, and for divers yeares together, did take and receive the Rents and Profits of the ſame Meſſuage and Premiſſes, pretending to have ſome Title to the ſame, by or under ſome Deviſe or Grant of the ſaid *A.S.* *And* of late one *T.C.* of *L.* Vintner, hath alſo entred into the ſame Meſſuage and Premiſſes, and held and enjoyed the ſame and taken and received the Rents, Iſſues, and Profits thereof, to his own uſe, by virtue or colour of ſome Grant, Conveyance, or Eſtate thereof to him made, as he pretendeth by the ſaid *W.P.* or *W.P.* or one of them. *And* the ſaid *T.C.* hath lately pulled and taken down, or cauſed to be pulled and taken down, one Barn of 4 Bays of Building lately ſtanding, and being parcel of the ſaid Mortgaged Premiſſes, worth *&c.* and upwards, to be ſold: And hath removed the ſame Barn off from the ſaid mortgaged Premiſſes, and converted the ſame to his own uſe. And your Orator *further* ſaith unto your good Lordſhips, that the ſaid *A.M.* your Orators ſaid late Father, in the moneth of *M.* laſt dyed: And the ſaid Grant and Conveyance of the ſaid Meſſuage and Premiſſes ſo made by the ſaid *A.M.* deceaſed to the ſaid *A.S.* deceaſed, being but a Mortgage for Security of money, and the ſaid money intended to be hereby ſecured, being ſince by the receipt of the profits of the Premiſſes by the ſaid *A.S.W.P.W.P.* and *T.C.* or ſome or one of them. *And* in caſe any part of the money thereby intended to be ſecured, be yet remaining unſatisfied, your Orator, (who is ſon and Heir to the ſaid *A.M.* decreaſed) is willing to ſatisfie and pay the ſame. *And* ſo your ſaid Orator, being Son and Heir of the ſaid *A.M.* deceaſed, according to the Rules of Equity and good Conſcience ought to come and enjoy the ſame Meſſuage, Lands, and Premiſſes, and to receive the Rents and Profits thereof to his own uſe. But ſo it is may it pleaſe your good Lordſhips, that the ſaid *W.P.* of *H* (the ſaid *W.P.* of *C.* being ſince dead) and the ſaid *T.C.* do detain and keep the ſame Meſſuage and Premiſſes from your ſaid Orator; and by Combination and Confederacy amongſt themſelves do refuſe to diſcover which of them hath the intereſt in Law, in the ſame bargain and Sale, or Eſtate, ſo made by the ſaid *A.M.* deceaſed or by what means the ſame is come unto them, or either of them. *And* albeit the ſaid *A.S.* deceaſed, and the ſaid *W.P.W.P.* and *T.C.* have made and raiſed great Sums of money, by and out of the Rents, Iſſues, and Profits of the Premiſſes, yet do they the ſaid *W.P.* of *H.* and *T.C.* refuſe to give any account unto your Orator for the ſame. *And* the ſaid *W.P.* of *H* and *T.C.* do give out in ſpeeches, that they, or one of them, will hold the Poſſeſſion of the ſame Premiſſes as a forfeited Mortgage, and will take the full and ſtrict advantage thereof in Law: So that your Orator is

remedileſs in the premiſſes, ſave only by the Aid of this Honourable Court. In tender conſideration therefore of the Premiſſes; and to the end the ſaid *W.P.* of *H.* and *T.C.* may by their Anſwers diſcover and ſet forth what Eſtate or Title, they or either of them do claim, in or to the ſaid Meſſuage and Premiſſes, and under what *Practiſes* or *Conditions*, and what moneys were intended to be hereby ſecured; and to whom, and what they, or any of them, or the ſaid *A.S.* deceaſed, have received and had by the Rents and Profits of the Premiſſes, or by the value of the ſaid Barn, or otherwiſe, towards ſatisfaction of the ſaid Debt, ſo ſecured by the Premiſſes aforeſaid; and may accompt to him, your ſaid Orator, concerning the ſame. *And* that in caſe the ſame ſhall appear to be ſatisfied (or otherwiſe, (if any Accompts be due upon the ſame) that upon your Orator's payment, of what ſhall appear to remain unſatisfied, they may re-convey the ſaid Mortgage or Eſtate to your Orator; or otherwiſe diſpoſe thereof, as your Orator ſhall appoint, and may not be allowed to take advantage of the Forfeiture of the ſaid Mortgage. *And* that your Orator may be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience.

May, &c.

The Replication of E.S. *Repliant to the ſeveral Anſwers of* A.B. *and* R.W. *Defendants, to the Bill of Complaint of the ſame Repliant.*

THE ſaid Replyant ſaith in all and every matter and thing, as in and by his ſaid Bill of Complaint, he hath already ſaid and doth and will aver, maintain, and prove all and every the ſame matters and things to be true, in ſuch ſort, manner, and form, as therein and thereby they are ſet forth and declared. *And* that the ſaid Defendants ſeveral Anſwers, in and to the ſame and the matters in them contained, are falſe and untrue: whereunto this Replyant needeth not to reply, for many apparent faults, defects, untruths, and imperfections, in them, and either of them, contained and alleaged, the benefits and advantages of Exception whereof, and to the incertainties and inſufficiencies of the ſaid Defendants Anſwers to this Replyant, now and at all times hereafter, ſaved and reſerved. For Replication thereunto, this Replyant ſaith, That the ſaid Defendant *A* and her Husband, named in the ſaid Bill, and the ſaid other Defendants have Received by and out of the Rents and Profits of the ſaid Meſſuages and Lands, mentioned in the ſaid Bill, the ſum of 500 *l.* and upwards; and this Replyant hopeth to prove unto this Honourable Court, that this Replyant did ſhortly after the death of his Father *R S.* named in the ſaid Bill by his Friends (he being then in minority) when he came to age, tender and offer, and was ready to pay unto *G.H.* alſo named in the ſaid Bill, and the Defendant *A.* his then Wife, the ſum of 80 *l.* with conſideration and intereſt for the ſame deducting the Rents by them before received, and damages for the ſame, for the redemption of the Premiſſes out of Mortgage, which

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was denyed and refuſed by the ſaid *H.* and the now Defendant *B. And* that then they the ſame *H.* and *B.* immediatly after the death of the ſaid *R. B.* and long before the day limited for payment of the ſaid 80*l.* and before any Forfeiture was or could be of the ſaid Mortgage, unjuſtly enter into, and upon, the ſaid Meſſuages and Lands; and did take, carry-away, and diſpoſe to their own uſe of the Crop of Graſs and Corn then growing upon the Premiſſes, worth above, &c. and afterwards did plow, ſow, and ſet the ſame at their pleaſures, without any account ever given or made to this Replyant or any other truſted on his behalf. *And* as concerning the former Suit in this Honourable Court, and the Decree and Releaſe mentioned in the ſaid Defendants Anſwer, this Replyant ſaith That he never was acquainted with any the proceedings in the ſaid Cauſe; although, as it ſeemeth, the ſame was proſecuted in his name by *T. P.* in the Bill named: Neither did he know of the day of hearing thereof; nor of any Decree thereupon made, until ſome few years paſt: Neither was this Replyant ever ſerved with the ſaid Decree, nor with any Writ, *de Executione decret.* or other Command of this Honourable Court, to obey the ſame: Nor did he ever ſubſcribe his name to the ſaid pretended Releaſe, or ſeal or deliver the ſame unto, or to the uſe of *R. B.* and the Defendant *A.* or any other: Neither was there any ſuch Writings ever ſhewed, or tendered to him, to be ſealed. *And* as concerning the Conveyance of the Premiſſes, mentioned in the ſaid Defendants Anſwer, to be made by the Defendant *A. B.* unto the Defendant *W.* and *M.* his Wife, and the Heirs of the ſaid *W.* This Replyant ſaith, and ſo hopeth alſo to prove unto this Honourable Court, that the ſame was made and contrived between them by practice, and by combination, of purpoſe to encumber the Premiſſes, and to give a ſhadow and colour of reality thereunto; but in truth, to defeat and defraud this Replyant of his Right and Inheritance, in and to the ſame; and if conveyed, as is pretended, it is at a great under value. For this Replyant will prove, that the Premiſſes are now worth above 500*l.* to be ſold; and within very few years now to come, will be worth, to be ſold, 700*l.* And ſo traverſeth without that, that the ſaid Defendant *W.* did really and truly pay unto the other Defendant, the ſum of 265*l.* for the ſuppoſed Purchaſe, as in the ſaid Defendants Anſwers is untruly alleadged. And without that, that any other matter or thing contained in the ſaid Defendants Anſwers, or either of them, is material or effectual for him this Replyant to reply unto: And not herein ſufficiently replyed unto, traverſed, or avoided, is true, to the knowledge of this Replyant. All which matters and things this Replyant is ready to aver, maintain, and prove, as this Honourable Court ſhall award. And humbly prayeth, as in and by his ſaid Bill of Complaint he hath before prayed.

The Replication of W. D. F. D. H. D. *and* T. D. *to the Answer of* F. P. *Widow, Executrix of the last Will and Testament of* J. P. *Gent. deceased, Defendant.*

THE said Complainant, for Replication unto the said Defendants said Answer, saith, That the said Bill of Complaint by him exhibited into this Honourable Court, against the said Defendant, is very true, certain, and sufficient in the Law, to be by him the said Defendant answered unto. And that all and every the Matters and Allegations in the said Bill of Complaint contained, are by him therein set forth, upon good cause, and just ground and occasion of Suit. And this Replyant further saith, and averreth, That the said Answer of the said Defendant, unto the said Bill of Complaint, is very uncertain, untrue, and insufficient in the Law to be replyed unto, by him this Replyant. Nevertheless, all advantages and benefit of Exception, to the incertainties and insufficiencies of the said Defendants said Answer to this Replyant, now and at all times hereafter, saved and reserved, for Replication unto the said Defendants said Answer; this Replyant, in and by his Replication, saith and sheweth, in every matter and thing, as before in, and by his said Bill of Complaint, he hath said and shewed. And that he doth and will thereby justifie, maintain, and prove his said Bill of Complaint, and all and every the Matters and Allegations therein comprized, to be certain and true in such sort, manner, and form, as the same are therein, by him this Replyant, set forth, and expressed without that, that any other matter or thing whatsoever, in the said Defendants said Answer contained, material or effectual in the Law, for this Replyant to reply unto, and not therein and thereby sufficiently replyed unto, confessed, or avoided, or otherwise replyed unto, is true. All which matters and things, this Replyant is ready to aver, justifie, maintain, and prove, as this Honourable Court shall award and direct. And thereupon, he this Replyant, in and by this his Replication, humbly prayeth, as before, in and by his said Bill of Complaint, he hath already formerly prayed.

A Bill for the Mortgage to have the Mortgage redeemed, and to set aside fraudulent Conveyances.

To the Right Honourable, &c.

HUmbly complaining, *sheweth* unto your good Lordships, your Orator *J. F.* of *H.* in the County of *K.* Esq; and *T. B.* Gent. Executors of the last will and Testament of *J. F.* of *B.* deceased, that *P. T.* late of *S.* in the County of *B.* deceased, was in his life-time seized of, and in all that Messuage with the

the Appurtenances in, &c. and all Eaſements, Profits, Commodities, and Hereditaments, to the ſame belonging, or appurtaining, or uſed, enjoyed, reputed, or accepted, as any part or parts of them, or belonging to them, or to any of them, ſituate and being in *W.* aforeſaid; and in and about the moneth of *J.* 1654. having occaſion to uſe a ſum of money which he wanted, that is to ſay, the ſum of 700l. he did borrow ſo much of the ſaid *J.F.* and for the ſecuring the re-payment thereof with Intereſt, at the rate aforeſaid, he did by his Indenture, bearing date the &c. mortgage to him the ſaid *J.F.* the ſame Copies and Premiſſes, for the term of 300 years, next enſuing the date of the ſaid Indenture, with a Proviſo or Condition therein alſo contained, for the payment of Intereſt yearly and the ſaid 700 *l.* at ſuch times, as is therein expreſſed, as if the ſaid Indenture of Mortgage could be produced, would appear. And your Orators further ſhew, That they have heard that the ſaid *P T.* did for a year or two pay Intereſt for the ſaid Sum; and then failing ſo to do, and continuing to make ſuch default, and refuſing to make payment, not onely of the principal Sum, but of Intereſt alſo, the ſaid *F.* was conſtrained to begin a legal courſe, for recovery of the ſaid Mortgaged Premiſſes, and did by an *Ejectione Firmæ* ſo do; and in and near the moneth of *J.* in that year, had poſſeſſion of the Premiſſes delivered unto him, and entred thereupon, and during his life, did receive what profits thereof he fairly and reaſonably might: In which time, by reaſon of the late Wars, or otherwiſe, it hapned, that both the ſaid Indenture of Mortgage, ſo ſealed and delivered by the ſaid *P.T.* to the ſaid *J.F.* as aforeſaid, were burned or loſt; whereby the ſaid *J.F.* apprehending that he might be in ſome danger of looſing his moneys, repaired to the ſaid *P.T.* and informed him thereof, and deſired him either to ſeal to him the ſaid *J.F.* a new Deed, or to permit him the ſaid *J.F.* (which he rather deſired, becauſe of ſome Incumbrances, which by that time the ſaid *P.T.* might have had the Premiſſes lyable unto, had not the ſame been out of him for the Terms aforeſaid) to make true and authentick Copies thereof, by the Counterparts of ſuch Leaſes: Whereunto the ſaid *P.T.* did not onely willingly condeſcend, and the ſame was done accordingly; but the ſaid *P. T.* did freely acknowledge the Debt aforeſaid. But ſo it is may it pleaſe your good Lordſhips, That the ſaid *P T.* hapning to dye, in or about the moneth of *&c.* in the year *&c. R.T.* Gent. his eldeſt Son, unto whom the Recoveries expectant upon the ſaid ſeveral Leaſes, as he pretendeth, deſcended; having underſtood that ſuch Leaſes were loſt, was deſirous to make ſome advantage thereof, and gave out ſpeeches, that he had a good Title to the poſſeſſion thereof, and that he ought to enjoy the ſame: And by himſelfe and Agents, did interrupt the ſaid *J.F.* in receiving the Rents and Iſſues, and Profits thereof: pretending further, though untruly, that the ſaid *J.F.* had forfeited his Eſtate in the Premiſſes, or ſome part thereof, by committing Waſts therein. And your Orator further ſheweth, That the ſaid *J.F.* upon or about the day of &c. which was *Anno Dom.* 1656. made his laſt Will and Teſtament in Writing, and therein and thereof conſtituted your Orator Executor, and ſoon after whoſe deceaſe, your Orator by ſuch his Will which they duly procured, became intituled to his perſonal

Estate, and in particular to the said 2 houses, and they having had some conference with the said *R.T.* thereabout, he not only makes the same pretences to your Orator, as he did to the said *J.F.* but pretends further, that your Orator hath no Title thereunto, but that such Estate as the said *J.F.* had therein, if any was by him assigned to *F D* who, in truth, claimeth nothing in the Premisses; and that he can wrest the premisses from your Orators, upon the Interest of the said Deed: or else upon some old dormant Incumbrances which he threatens to buy in, or otherwise to set on foot, on purpose to make the Premisses liable thereunto, and to defraud your Orators of the said just debts, and to that end, the said *R.T.* hath exhibited his Bill of Complaint into this Honourable Court against your Orators, whereby he seemeth to desire to get the Premisses from your Orators without payment of any money at all: yet rather then fail, he seemeth thereby content to redeem the same: which he well might having seen and read the Counter-parts of the Leases aforesaid, which he or some for him still hath and have, and he can come by, and that he should be admitted to such Redemption, although as your Orators are advised in regard of the Antiquity of the said Mortgages and for other reasons they might have justly insisted upon it to have his Bill dismissed, your Orators have submitted herein to on such Terms as in their Answers to his said Bill they have expressed. *But* so it is, may it please your Lordships, that your Orators are given to understand, That the said *R.T.* intendeth nothing less than to redeem the same: and it partly so appeareth, in regard of his slow prosecution of such his Suits, whereof your Orators desiring an issue and end, have not only pressed on the said *R.T.* in that Suit, but have commenced this against him. In tender consideration whereof, and to the end the said *R.T.* may pay your Orator what upon a fair Accompt shall appear due to your Orator upon the said Mortgage for principal and interest, and charges and costs of Suits at Law and in this Court, and may be concluded of all equity and power of Redemption, and that your Orator may by Decree of this Court enjoy the Premisses according to the Covenants in the said Indenture of Mortgage against the said *R.T.* and his Heirs, and all claiming by from and under him and *P.T.* and that the said *R.T.* may deliver unto your Orators the Deeds, Evidences and Writings concerning the same; and may also for your Orators further Assurance set forth whether the 2 Schedules hereunto annexed, be true Copies of the Counterparts of the 2 Indentures or Deeds of a Mortgage: and if not, may set forth all the particulars wherein they vary and differ from such Counter-parts, and may also discover what Incumbrances the Mortgaged Premisses or any, and which of them, are liable unto during the said Terms of 300 years, and that he may express the date of such Incumbrances, and the natures of them, and the parties to them, and what is due upon them or any, and which of them and that all such being without just consideration, and fraudulent, and ante-dated, and dormant, and do deceive Purchasors and Creditors, may be set aside: and that the said *F.D.* may set forth, what Estate or Interest he claims in the Premisses, and that your Orators may have such further relief therein as shall be agreeable to Equity, May it please, &c.

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A Bill *to redeem a Mortgage*

To the Right Honourable, &c.

HUmbly Complaining, *ſheweth* unto your Lordſhips your Orator *R.T.* that *P.T.* deceaſed, your Orators late Father was in his life-time lawfully ſeiſed in his Demeſne as of Fee, of and in divers and ſeveral Woods, Wood-grounds, Lands, &c. *And* the ſaid *P T.* being thereof ſo ſeiſed, and about 5 years ſince dyed thereof ſo ſeiſed, by and and after whoſe deceaſe the ſaid Woods, &c. did deſcend and come to, as of right they ought to deſcend and come unto, your ſaid Orator as ſon and heir of the ſaid *P.T.* your Orator being then and until now of late an Infant under the age of 12 years. *But now*, ſo it is, may it pleaſe your good Lordſhips, That *T.B.* and *J.G.* Executors as they plead of the laſt Will and Teſtament of *J.H.* Eſq; the ſaid *A.T.* &c. do claim and pretend to have ſome Title, Term, or Eſtate in the ſaid Woods &c. or ſome of them, by or under ſome Leaſe or Grant made, as they pretend, by the ſaid *P.T.* in his life-time unto the ſaid *J.F.* and ſince aſſigned and come unto the ſaid *T.B.* &c. or ſome or one of them as they pretend: Whereas if any ſuch Leaſe, Grant, or Eſtate, were made by the ſaid *P.T.* the ſame was but a Mortgage for ſecurity of money, and all the money which was intended to be thereby ſecured, is ſince ſatisfied by receipt of the Profits of the Premiſſes by the ſaid *J.F.* who entred upon the Premiſſes and got the poſſeſſion thereof during your Orators minority, and after his ſaid Fathers deceaſe, or by the ſaid *T.B.* &c. or ſome or one of them, being alſo in poſſeſſion of the Premiſſes by pretence of Eſtate, Conveyance, or Aſſignment, and the ſaid *J.F.* or in his right, or in truſt for him, or elſe the ſaid Term and Eſtate is now expired; or in caſe the ſaid Term and Eſtate be yet in being, and that any part with their money thereby intended to be ſecured, be yet remaining unſatisfied, your Orator is willing to ſatisfie and pay the ſame: yet *Nevertheleſs* they the ſaid *T.B.* &c. do detain and keep the ſame from your Orator, and by Combination and Confederacy among themſelves, do refuſe to diſcover which of them hath the Intereſt in Law in the ſaid Leaſe or Eſtate ſo made by the ſaid *P.T.* and by what means the ſame is come unto them and they or ſome of them, and alſo the ſaid *J.F.* deceaſed, who during the minority of your Orator, entred upon the Premiſſes, and got the poſſeſſion thereof as aforeſaid, have made and raiſed great Sums of money by and out of the Rents and profits of the Premiſſes, and do refuſe to give any Accompt unto your Orator for the ſame. *And* your Orator having no Counter-part of the ſaid Leaſe or Grant made by the ſaid *P.T.* is ignorant of the Contents thereof, nor can tell what Rent was thereupon reſerved, nor hath any means to Recover ſuch Rent, nor can tell when the ſaid pretended Eſtate was to begin or end, nor whether it be expired yea or no, nor what money was

thereby ſecured to be paid, nor to whom or when; neither doth he know to whom the intereſt in Law in the ſaid Leaſe or Eſtate ſince came. *And* the ſaid *T.B.* doth give out, that they will hold the poſſeſſion of the premiſſes as a forfeited Mortgage, and will take the full and ſtrict advantage thereof in Law: So that your Orator is remedileſs in the Premiſſes ſave only by the Aide of this Honourable Court. **In tender Conſideration** therefore of the Premiſſes, and to the end the ſaid *T.B.* &c. may by their Anſwers diſcover and ſet forth what Eſtate or Title they or any of them do claim in or to the ſaid Woods, &c. and when the ſame was made, and by whom, and for what term, and under what Rent, and under what Proviſoes or Conditions, and what moneys if any were intended thereby to be ſecured, and to whom, and what they or any of them or the ſaid *J.F.* deceaſed, have received, and had by the Rents and Profits of the Premiſſes or otherwiſe towards the Satisfaction of their debts ſecured by the Premiſſes, if any ſuch Debt or Security were, and may Accompt to you concerning the ſame, and that they may produce their Original Leaſe into this Honourable Court, that your Orator may have a Copy thereof, and that in caſe the ſame ſhall appear to be ſatisfied (or otherwiſe if any money be due upon the ſame) that upon your Orators payment of what ſhall appear to remain unſatisfied, they may ſurrender their ſaid Leaſe, Mortgage, or Eſtate, or otherwiſe aſſign and diſpoſe thereof as your Orator ſhall appoint, and may not be allowed to take advantage of the Forfeiture of the ſaid Mortgage (if any ſuch there be): *And* that your Orator may be relieved in all and ſingular the Premiſſes according to Equity and good Conſcience, May it pleaſe your Lordſhips, &c.

A Bill *for Relief of an Heir, and to have the Writings*, &c.

To the Right Honourable, &c.

HUmbly Complaining, *ſheweth* unto your Lordſhips, your daily Orator *W.W.* of *S.* in the County of &c. That the ſaid *W.W.* your Orators ſaid late Grandfather, and the ſaid *W.* his Son, both deceaſed, did about 30 years ſince purchaſe the Inheritance of and in divers Lands, Meadows, Paſtures, and Paſture grounds, lying and being in *H.* in the ſaid County of *L.* of the yearly value of 40*l.* or thereabout. *And* the ſaid *W.W.* your Orators ſaid late Grandfather deceaſed, being deſirous to have the ſaid Lands and Premiſſes continued in their own name and blood, they the ſaid *W.W.* your Orators ſaid Grandfather, and *W.W.* his Son, did cauſe the ſame Lands and Premiſſes by Fine, Recovery, Feoffment, or by ſome other good Conveyance and Aſſurance in the Law, to be conveyed, ſettled and aſſured to the uſe of them the ſaid *W.W.* the Grandfather, and *W.W.* the Son, and of the Heirs males of the body of the ſaid *W.* the Son, the Remainder to the ſaid *R.W.* your Orators ſaid late Father, and the heirs males of his body, with divers Remainders over; As by the ſame Conveyances and Aſſurances, or ſome of them, if your Orator had the ſame to ſhew forth it doth and may appear.

And

And your Orator *further ſo weth* unto your good Lordſhips, That the ſaid *W.W.* your Orators Grandfather dyed about 25. years ſince, and that the ſaid *W.W.* your Orators ſaid late Father died about 3. years ſince, and that the ſaid *W.W.* your Orators ſaid Uncle is lately dead without iſſue-male, by which means the ſame Premiſſes do remain and come, and ought to remain and come to your Orator as heir-male of the ſaid *R* your Orators ſaid late Father deceaſed; and your Orator ought to Enter into and upon the ſaid Lands and Premiſſes, and to poſſeſs and enjoy the ſame, and to take and receive the Rents, Iſſues, and Profits thereof to his own proper uſe and benefit. *But now*, ſo it is may it pleaſe your good Lordſhips, That the ſaid Deeds, Evidences, Conveyances and Aſſurances of and touching the ſaid Lands and Premiſſes which do declare, manifeſt, and ſhew your Orators Right and Title to the ſame Lands and Premiſſes, being in the power and cuſtody of the ſaid *W.W.* your Orators ſaid late Uncle at the time of his death, The ſame are ſince the death of the ſaid *W.W.* come into the hands and power or cuſtody of *B.W.* of *S.* in the ſaid County of *L.* Widow, the relict of the ſaid *W.W.* and who is Executrix of the Will of the ſaid *W. W.* her ſaid late huſband, and the Contents of them are well known unto her; as alſo were the ſame, ſome or one of them, are or have been ſince the death of her husband; but ſhe taking Advantage thereof, and deviſing with her ſelf how to defeat and defraud your Orator of the ſame Lands and Premiſſes, ſhe the ſaid *B.* hath combined and confederated her ſelf to and with *R. S.* and *B.* his wife, and to and with *J.G.* and *K.* his Wife, they the ſaid *B.* and *K.* being Daughters of the ſaid *W.W.* the Son deceaſed, who pretend ſome Demiſe thereof from the ſaid *W.W.* the Son, and by the Combination aforeſaid, the ſaid Confederates do not only conceal and ſuppreſs the Deeds, Evidences, and Writings, whereby the Entayls and Eſtates aforeſaid were created, and which do fully manifeſt your Orators Title to the Premiſſes, and refuſe to diſcover the ſame or the contents of the ſame writings, whereby it might and would appear in and to whom the right and title of and to the ſame Premiſſes now is and doth belong. *But* they the ſaid Confederates do now claim the ſame Premiſſes, and do pretend title to the ſame, and have made divers ſecret and unlawful and other Entries into and upon the ſaid Lands and Premiſſes. *And* albeit they do very well know your Orators juſt right and intereſt in Law and Equity thereunto, yet have they unlawfully made and contrived to and amongſt themſelves, and to other perſons, to their or ſome of their Uſes, divers ſecret Eſtates, Conveyances and Aſſurances of the ſame Lands and Premiſſes, or ſome part thereof, tending to the great prejudice and diſheriſon of your Orator, and to perplex and intricate your Orators Eſtate, Title, and Intereſt thereunto. And the ſaid Confederates do interrupt your Orator in the quiet holding and enjoying of the ſame Lands and Premiſſes, and in the taking and receiving of the Rents, Iſſues, and Profits thereof, and do deny to deliver the poſſeſſion of the Premiſſes to your ſaid Orator: And do now give out in ſpeeches, that your Orator hath no right or title to the ſame Premiſſes. Upon due conſideration of all which premiſſes, and foraſmuch as the doings of the ſaid confederates are contrary to all right, equity, and good conſcience:

And

And for that your Orator hath no relief in the premiſſes at and by the courſe of the Common Laws of this Nation, for want of ſuch due proof by Witneſſes as is thereby required. *And* for that your Orator knoweth not the certain dates, contents, or number of the ſaid Deeds, Writings, and Evidences, nor wherein the ſame be contained; but your Orator well hopeth, that the ſaid Confederates will upon their Oaths diſcover and ſet forth the truth of the Premiſſes, matters and things aforeſaid, whereby your Orator may be releived in the ſame in a courſe of Equity in this Honourable Court. *And* to the end the ſaid Confederates may ſet forth what right or title they or any of them, or any others to their or any of their uſes in truſt for them or any of them, have or claim to have out of, in, or to, the ſaid Lands and Premiſſes, or any of them. And by, from, and under what perſon or Perſons by name, and by what manner of Conveyance or Aſſurance, and the dates and contents thereof, and what Rents and Profits they or any and which of them have had or received out of or by the ſaid Lands and Premiſſes or any part thereof, and for what time. *And* may ſet forth and diſcover the certain dates and contents of the Deeds, Evidences, and Writings ſo by them detained from your Orator as aforeſaid. *And* to the end the ſaid Deeds, Writings and Evidences touching the Premiſſes may be delivered to your Orator for the manifeſtation, maintenance, and preſervation of his Title and Intereſt to the ſame Lands and Premiſſes. *And* that your Orator may be relieved in all and ſingular the Premiſſes, according to the rules of Equity and good Conſcience, May it pleaſe your Lordſhips, &c.

Another of the ſame.

To the Right Honourable, &c.

HUmbly Complaining, &c. *ſheweth* unto your good Lordſhips, *A.B.* of *L.* in the County of *E.* Eſq.; That *whereas F.G.* late of *L.* Gent. deceaſed, was in his life-time ſeiſed in his Demeſnes as of Fee or of Fee tail, of and in the Mannor, of D. in the County of N. with ſeveral Lands, Tenements, Rents, Reſervaſions, Profits and Hereditaments to the ſame Mannor belonging, &c. *And* being thereof ſo ſeiſed, the ſaid *F.G.* did by Fine, Recovery, and Deed or Deeds, to lead the Uſes thereof, or by ſome other good and ſufficient Conveyances and Aſſurances in the Law well and duly executed, make ſome Settlement or Settlements of all and ſingular the ſaid Mannor, Meſſuages, Lands, Tenements, and Hereditaments, or ſome great part thereof; by virtue whereof, the ſaid *F.F.* was afterwards in his life-time ſeiſed of all and ſingular the ſaid Mannor, &c. or of ſome great and conſiderable part thereof for his life or Eqtayl to him and the heirs male of his body or to the heirs of his body, or ſome ſuch like Entail, with a Remainder thereupon expectant to your Orator as Cozen and heir of the ſaid *F.G.* and the ſaid *F.G.* being in his life-time by virtue of ſuch Settlement ſo thereof ſeiſed, did in or about the moneth of *A.* laſt, dye thereof ſo ſeiſed without any Iſſue of his body, by reaſon whereof, and of the ſaid Settlement and

and Limitations of the uſes of the ſame, the ſaid Mannors, Lands, Tenements and Hereditaments did remain and come to as of right they ought to do your Orator as Cozen and Heir of the ſaid *I.F.* your Orators Father *G.B.* being Brother and Heir of the ſaid *J.F.* or elſe the ſaid Mannor &c. or at leaſt ſome great and Conſiderable part of them were by the ſaid *G.B.* in his life-time ſo ſetled as that the ſame ought upon the Death of the ſaid *G.C.* without iſſue to deſcend, or remain, and come to your Orator as Heir of the ſaid *G.B.* or as Heir to his ſaid Father, by reaſon whereof your Orator, as Heir of the ſaid *G.N.* or by virtue of ſome ſuch remainder as aforeſaid, ought to have, hold and enjoy the ſaid Mannor &c. *And*, to receive and take the Rents, Iſſues and Profits thereof to his own uſe. But now, ſo it is may it pleaſe your good Lordſhips, that one *T.W.* &c. and *W.H.* deſiring and contriving how to deſeat and defraude your Orator of his Inheritance to him as of right aforeſaid belonging and juſtly appertaining, *And* to that end combining and confederating themſelves with *S.H.* and to and with divers other perſons to your Orator unknown, whoſe names when they ſhall be diſcovered, your Orator prayeth may be hereinto inſerted and they made parties thereunto, with apt words to charge them withall. *And* the better to colour their deſigns, the ſaid Confederates do give out, and pretend that the ſaid *J.B.* did in his life-time, make ſeveral or ſome Settlement, or Settlements, or Conveyances of the ſaid Premiſſes, or did ſome waies convey the ſame in ſeveral parts and portions and for ſeveral Eſtates to the ſaid Confederates, or ſome part of them, to their own uſes or to the uſes of ſome other of the ſaid Confederates, or elſe that the ſaid *J.B.* did in his life-time, by ſome Will in writing, deviſe and give the ſame Premiſſes, or ſome great and conſiderable part thereof, to them the ſaid Confederates, or ſome of them in Fee, or Fee-Tayle, or for their lives, or for ſome long Term or Term of years or in ſome other manner or for ſome other Eſtates or Truſts. And, they the ſaid Confederates, by colour and pretence of ſuch Settlements, Conveyances and Aſſurances, or deviſe or deviſes, have made ſeveral Entryes into the ſaid Mannor and premiſſes, or into ſeveral parts and parcels thereof, and have poſſeſſed themſelves of the ſame, and do detain, and keep the ſame from your Orator, and have upon the pretences aforeſaid poſſeſſed themſelves of all the Deeds, Evidences, Conveyances, Settlements, and Aſſurances, of the ſaid Premiſſes ſo as aforeſaid made by the ſaid *J.B.* and all other the Deeds, Evidences, Records, Court-Rolls, Terriers, Rent-Rolls, and other Writings, touching and concerning the ſaid Premiſſes, and do conceal the ſame from your Orator, ſo that your Orator cannot come to the certain knowledge of the particulars of the ſaid Lands, Tenements, and Hereditaments, nor can your Orator without the ſaid Writings, Deeds, Settlements, and Evidences (whereof the ſaid Confederates as aforeſaid have poſſeſſed themſelves, or ſome of them, or ſecured the ſame in the hands of ſome others in truſt for them or ſome of them) make out unto himſelfe any Title to the ſaid Premiſſes, nor be any waies enabled to Recover the ſame at the Common Law, or to conteſt his Title at Law with the ſaid Confederates, who have gotten, and do detain and hold the poſſeſſion thereof from your Orator, whoſe inheritance the ſame in truth is, as the ſaid Confederates do very well know, and yet unjuſtly

juſtly detain the ſame from your Orator and refuſe to let your Orator know, or underſtand what Right or Title they pretend to the ſame, or to what end or purpoſe, or upon what truſts ſuch Conveyances were made (if any ſuch have been made) or to acquaint your Orator with the Conveyances or Aſſurances whereby they pretend to the ſame, to be ſettled upon and Conveyed unto them, or ſome of them and to let your Orator peruſe the ſame, or the ſaid pretended will, whereby it is by them given out that ſome part of the ſaid Premiſſes are ſettled and Entailed upon, or otherwiſe deviſed to them the ſaid Confederates or ſome of them, They the ſaid Confederates well knowing, as the truth indeed is, that if there were any ſuch Deed, or Deeds, Conveyance, or Aſſurance, of the ſaid Premiſſes, as they do pretend and give out, made by the ſaid *G.B.* in his life time, the ſame was meerly voluntary, and without any manner of conſideration at all and with power of Revocation, and to be avoided at pleaſure, by the ſaid *G.B.* and hath been by him ſince made void or ineffectual, by revoking of the ſame, and executing of the ſaid power ſo to him reſerved, or elſe the ſaid Deeds or Aſſurances have been Cancelled or elſe the ſame were only made in truſt for the ſaid *G.B.* and his Heirs and conſequently for the benefit of your Orator ſince the ſaid *G.B.* his death. And, if there were any ſuch will in writing and Deviſe of the ſame Premiſſes, made by the ſaid *G.B.* as by the ſaid Confederates is given out and pretended yet was the ſame revoked, and made void in the life-time of the ſaid *G.B.* or is it in it ſelfe invalled as to the Premiſſes, or elſe the ſame was made in the extremity of his diſtempers, when he was not of perfect and diſpoſing memory, but gained from him by indirect means when he laboured under his high diſtempers of ſickneſſe, and was not capable of underſtanding what he acted or did, and ought not to be made uſe of as againſt your Orator being his Heir at Law, for diſinheriting him of his inheritance juſtly belonging to him upon the ſaid *G B.* his Death. *And* yet, do the ſaid Confederates upon ſuch their unjuſt and untrue pretences, unjuſtly detain and keep the poſſeſſion both of your Orators ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments. *And* alſo, of his ſaid Evidences, Eſcripts, Deeds, and writings concerning the ſame from your Orator. All which doings of the ſaid Confederates, are contrary to Equity, Juſtice, and good Conſcience, and tend to your Orators great prejudice and Damage: In tender conſideration whereof, and foraſmuch as your Orator is utterly remedileſs in the Premiſſes by the ſtrict rules of the Common Law of this Land, and hath no remedy thereby to diſcover the truth of the Premiſſes, nor what Right the ſaid Confederates claim, nor what Title they pretend to the ſaid Mannor, Lands, &c. whereof the ſaid *G.B.* dyed ſeiſed as aforeſaid. But, your Orator hopeth that the ſaid Confederates will ſet forth the ſame in this Honourable Court, where the ſame is properly and legally examinable and diſcoverable. To the intent therefore that the ſaid *C.D.* and *L F.* may upon their corporal Oaths ſet forth and diſcover what Eſtate or intereſt they or any of them, or any other to their, or any and which of their uſe or uſes, claim or pretend to have in the ſaid Mannor &c, Of which the ſaid *G.B.* was ſeiſed in his life time, or at the time of his Death as aforeſaid. *And* by

what

what Deed, Deviſe, Conveyance, or Aſſurance, and when made and how executed, and upon whoſe Contrivance, and upon what Conſideration. *And* what Deeds, Conveyances, or Aſſurances have been made of the Premiſſes, and of any; and what part or parcel thereof at any time, and when and what Time the ſame were ſo made by the ſaid *G. B.* or any other by his appointment; *And*, to which of the ſaid Confederates, or to any other to their or any, and which of their uſe or uſes, or to any other uſe or uſes, and what in particular, and when, and where, ſuch Deed, Conveyance, or Aſſurances (if any were made) and when and how executed and what date the ſame bears, and who are Witneſſes to the ſealing and delivery thereof, *And*, Whether the ſame (if any ſuch were) were abſolute or upon any, and what condition, or under any, and what limitation, and with any, and what power of Revocation. *And*, Whether ſuch Condition have been performed or power of Revocation executed or not. *And*, Whether ſuch Conditions, powers, or Limitations were in diſtinct and ſeveral Deeds if any ſuch were) or in the ſame Deeds that limit their Eſtate. *And* Whether the Eſtate, or intereſt by ſuch Deed, Conveyance, or Aſſurance (if any granted, or created), *And*, How many parts or duplicats thereof were made and Sealed at the ſame time. *And*, Whether he Executed more Deeds than one at the ſame time. *And*, (if ſo) What the purport of them was, and in whoſe cuſtody they now are, or any of them. *And*, Whether they were Executed according to the Reſpective dates thereof. And whether the ſame have not been altered ſince the Execution thereof. *And*, whether ſuch Deeds and Conveyances have not been determined by the limitations therein contained. *And* may likewiſe ſet forth what was the conſideration of making ſuch Deeds, Aſſurances, and Conveyances. *And* if there were any conſideration for making the ſame, Then whether the ſame were not in the nature of Mortgages for ſecurity of any, and what, ſummes of money which have been ſince paid at leaſt in part. *And*, Whether any, and what part of ſuch Mortgage-Money yet remains unpaid, or whether ſuch Deeds, Conveyances or Aſſurances, (if any were) were not meerly voluntarily, and without any Conſideration but in truſt for the ſaid *G. B.* and his Heirs, or upon any other and what other truſts in particular. *And* for what cauſe or reaſon, or upon what grounds ſuch Deeds, Conveyances, or Aſſurances, (if any) were made. *And*, who appointed and gave order for the making of the ſame, or by whoſe Deſign, Appointment, Inſtigation, or Direction, the ſame (if any be) were made and to what end intent or purpoſe. *And*, whether the ſame were truly and diſtinctly read unto, or puruſed by the ſaid *G. B.* *And* whether he ever were truly made acquainted with the purport, and ſubſtance of the ſame, *And*, whether the ſaid *G. B.* did ever make any Will in writing, or any Deviſe of the ſaid Premiſſes, or any part of them, or any, and which of them, to the ſaid Confederates, or to any other; and to whom, for their or any of their uſe or uſes; or to any other, and to what other uſe or uſes. *And*, what Duplicates thereof were made or publiſhed. *And*, whether, more Writings than one were made and publiſhed at the ſame time, as his Will. *And*, what the purport of them were: *And* whether executed, according to the dates thereof, and, to

whoſe-

whose hands the same came; and in whose custody they or any of them now are. *And* whether they remain unaltered, since the said publication. *And* when such Will or Devise (if any) were made; and by whose direction, contrivance, or appointment. *And* whether the same were published by the said *G.B.* or by him declared to be his last Will and Testament; and when, and before what Witnesses. *And* whether such Will and Devise (if any) were not by the said *G.B.* revoked, countermanded, or made void, or declared not to be his last Will and Testament, or whether the said *G.B.* did not in his life-time, make any other Will in writing, and when; or by any other Will or Codicill, revoke, alter, or countermand the said pretended Will or Devise, or whether he did not give order, for the making of some other subsequent Will or Codicill, whereby to alter or revoke the said Will in part, or in whole, and why the same was not accordingly made. *And* whether any such pretended Will was ever truly and really signed or sealed by the said *G.B.* *And* whether the Contents and true Purport thereof were ever truly and distinctly read or made known to, or seen or perused by the said *G.B.* *And* whether he were ever acquainted with the effect thereof. *And* whether the said *G.B.* were at the time of the making and publishing of such pretended Will in perfect health, or under any great distemper, or in extremity of sickness. *And* whether he were then sensible and of a perfect and good understanding, of a disposing and sound memory, and capable of rightly knowing and understanding what he acted or did, and in a capacity to perceive and understand, what the Purport, Content, and meaning: and what the true effect and consequence of making such pretended Will, or Devise, Deed, Conveyance, or Assurance, was or would be. *And* whether ever he intended, or declared that he intended, to disinherit his right Heirs of all his Estate. *And* whether such Will Devise, Deed, Conveyance, or Assurance, (if any such there were) were not gained, extorted, or obtained, from him the said *G.F.* by some, and what wile, practice, circumvention, or subtile and false suggestion, or insinuation, by some of the said Confederates: or some other person or persons, on their behalfs: and by their knowledg, privity, or contrivance, and whom. *And* whether they, or some of them: and which of them or some other, with their privity and consent, hath not, or have not in their custody and hands: or have not seen or perused the said Deeds, Settlements, Conveyances, and Assurances, of the Premisses so made by the said *G.B.* and what were, or are the Purports and Contents thereof. *And* may also set forth, what Deeds, Evidences, Escripts, Records, Court-Rolls, Terriers, or other Writings of, concerning, and belonging to, or in any wise touching, the said Premisses, or any part or parcel thereof: They the said Confederates, or any, and which of them now have, or at any time or times, since or before the death of the said *G.B.* had in their hands, possession or custody. *And*, how they have disposed of the same, or to whom they delivered the same. *And* where, and in whose custody the same now are, or were: or in whose hands, custody, or possession, they did last see the same, and when. And may set forth the purport and effect, or substance of such Deeds, Writings, and Settlements, Conveyances, and Assurances.

And

And may be compelled to bring the ſame into this Honourable Court, for the uſe of your Orator; to whom, as Heir of the ſaid *G. B.* the ſame do of right belong. *And* that the ſaid Confederates, may each of them particularly, upon their reſpective Corporal Oaths, clearly ſet forth and diſcover the truth and reality of the ſaid Premiſſes. So that your Orator may be enabled to ſue for, recover, and obtain the poſſeſſion of the ſame Premiſſes, and his ſaid Inheritance, at the Common-Law; which of right, and duely, and juſtly belongeth to him as aforeſaid. *And*, that your Orator may be relieved in the Premiſſes, may it pleaſe your Lordſhip, &c.

A Bill *in the* Exchequer *for Tythes.*

To the Right Honourable, &c.

HUmbly Complaining, *ſheweth* unto your Lordſhips, your daily Orator *I. S.* Clerk, Vicar of the Pariſh-Church and Vicaridge of *B.* in the County of *L.* Debtor and Accomptor to his ſaid Majeſty, as by the Records of this Court appeareth; That your Orator about 40 years ſince was lawfully preſented unto, admitted, inſtituted and inducted into the ſaid Church and Vicaridge: By virtue whereof, your Orator ought to enjoy all the Tythes, Duties, and Profits whatſoever, belonging to the ſaid Vicaridge, as your Orators Predeceſſors, the former Vicars thereof, have heretofore enjoyed the ſame. And your Orator further ſheweth, That, from the time whereof the memory of man is not to the contrary, or otherwiſe by ſome antient Endowment or Compoſition, the Vicar of the ſaid Pariſh-Church, and Vicaridge for the time being, hath been entituled unto, and hath from time to time received, and ought to take, receive, and enjoy all the Tythes of Hay, and all ſmall and privy-Tythes yearly, from time to time, coming, growing, happning, increaſing, and renewing, within the ſaid Pariſh of *B.* and the Titheable places thereof. *And* that all the Tithes of of Hay, Calves, Sheep, Lambs, Wooll, and Milk, and all other ſmall Tithes, yearly ariſing, happening, growing, increaſing, and renewing, within the ſaid Pariſh, and the Titheable places thereof, by virtue of ſuch Cuſtom, antient Endowment, or Compoſition, ought to be paid in kind unto the Vicars of the ſaid Vicaridge, for the time being, or elſe ſome Rate, Compoſition, or ſumme of Money, in lieu of the ſame; and ſo ought to have been paid and rendred to your Orator and Vicar thereof. And your Orator further ſheweth, That *S. S.* of &c. did in the year of our Lord 1660. and 1661. occupy and poſſeſs about 30 Acres of Meadow-ground, and about 16 Acres of Paſture-ground, within the ſaid Pariſh and yearly mowed the Graſs growing upon the ſaid Meadow-ground, and made the ſame into Hay, and inned the ſame, amounting (in the whole) to the number of 60 Loads of Hay, and upwards, by the year, every Load being worth

worth about 20 *s.* The Tythe of which Hay was yearly worth about 6 *l.* *And* he the said *S.F.* did yearly keep and depasture within the said Parish, and the Titheable places thereof, about 8 Milk Cows, and 200 Sheep, and had yearly fallen from the said Cows, about 8 Calves; and had yeaned about 160 Lambs yearly from the said Sheep; and did yearly clip and shear from the said Sheep about 200 Fleeces of Wooll; every Calfe being worth about 12 *s.* and every Fleece of Wooll 4 *s.* The Tythes of which Calves, Lambs, and Wooll, were yearly worth 30 *l.* and upwards. *And* he the said *S.E.* had and kept yearly within the said Parish, and the Titheable places thereof, several other things Tytheable; the Tythes whereof were yearly worth 5 *l.* And your Orator *further sheweth*, That *J.N. S.N. H.* &c. have severally and respectively within the said several years of our Lord, 1660. and 1661. occupyed and possessed several Meadow-grounds and Pasture, lying and being within the said Parish, and the Tytheable places thereof, and had and kept there, during all the said times severally, several things Tytheable, and severally mowed there a great quantity of Grass, and made the same into Hay, and inned the same. All which said Lands, Grounds, Hay, and things Tytheable, of every of the said persons, were of the like numbers, natures, kinds, quantities, qualities, and values, as are before charged against the said *S.F.* All which said Tithes, Duties, and Rates for Tithes, have been due and payable for the several years aforesaid, and ought to have been paid to your Orator as Vicar thereof. Yet now so it is, may it please your Lordships, That the said *S.F. J.N.* &c. by Combination and Confederacy between themselves, and together with several other persons, as yet unknown to your Orator, (whose names, when they shall be discovered, your Orator prayeth may be inserted into this your Orators Bill of Complaint, and themselves made Parties thereunto, with apt words to charge them) refuse to pay unto your Orator the said Tythes, Duties, and Sums of Money, pretending that Tithes in kind are not due, nor ought to be paid unto your Orator, but that some Rates, or Sums of Money, are due and ought, to have been paid in lieu of Tythes; and yet they refuse to make known unto your Orator, what the said Rates or Sums of Money are, and to pay the same; although they have been often, in a friendly manner, requested to make the same known, and to pay the same accordingly: whereby your Orator is in some measure disabled, to pay the Debts which he oweth to his Majesty. In tender consideration whereof: *And* for that your Orator cannot exactly prove the several natures, numbers, kinds, quantities, or values of the said Tythes, and things Tytheable, but onely in conjecture as aforesaid: and therefore is remediless, save onely in Equity before your Lordships in this Honourable Court. To the end *therefore*, that they the said *S.F. J.N. N.H.* and *T.L.* and the rest of the said Confederates, when they shall be discovered, may set forth what number of Acres of Meadow-ground and Pasture, they severally and respectively occupyed and possessed: and what the Rents or yearly value of the said Grounds and Pasture were, *And* what quantity of Grass they severally mowed, and made into Hay, in each of the said years, *And* what their several Tythes thereof were yearly worth, *And* what number of

Cows

Cows and Sheep they ſeverally depaſtured within the ſaid Pariſh. *And* what number of Calves they had ſeverally fallen. *And* what number of Lambs they had ſeverally yeaned; and what quantity of Wooll they ſeverally ſhore. *And* what their ſeveral and reſpective Tythes of Calves, Lambs, and Wooll, were yearly worth. *And* what other Tythes, or things Titheable, they ſeverally had and kept, in each of the ſaid years, within the ſaid Pariſh. *And* to the end, that they the ſaid *S. F.* &c. may diſcover, whether Tithes, in kind or Compoſitions, are due in lieu of Tithes; and what the ſaid Rates or Sums of Money are, and for what things; and in what manner, and at what times payable, and may pay the ſame. *And* to the end, that they the ſaid Confederates, may diſcover the truth thereof, and may pay unto your Orator all and ſingular their Tithes, and Duties, due in Arrears as aforeſaid; as alſo their Tythes and Duties for the future, as the ſame ſhall grow due, ſo long as your Orator ſhall continue Vicar of the ſaid Church and Vicaridge; and they the ſaid Confederates continue to be Occupiers of any Grounds or Things Titheable within the ſaid Pariſh; your Orator not deſiring to take the advantage of the Forfeiture of the treble value, or of any other Forfeiture; but well contenting himſelf with the ſingle value only; *And*, to the end, they the ſaid *S. F.* &c. may true Anſwer make to all and ſingular the Premiſſes; *And* to the end, your Orator may be relieved therein accordingly; May it pleaſe your Lordſhips to grant unto your Orator, his Majeſties Proceſs of *Subpœna*, under the Seal of this Honourable Court, to be directed unto the ſaid *S. F.* and the reſt of the ſaid Confederates, when diſcovered thereby; Commanding them, and every of them, at a certain day, and under a certain pain therein to be limited, perſonally to be and appear before your Lordſhips, in this Honourable Court of *Exchequer-Chamber* at *Weſtminſter*; then and there to anſwer to all and ſingular the Preimiſſes; *And further*, to ſtand to perform and abide ſuch Order, Direction, and Decree therein, as to your Lordſhip ſhall ſeem meet. *And* your Orator ſhall ever, pray, *&c.*

A Bill *againſt the Forfeiture of a Leaſe.*

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordſhips, your daily Orator *J. W.* Citizen and F. of *L.* that one *R. H.* by a certain Indenture, bearing date, *Anno Dom.* 1648. did demiſe, grant, and to Farm let, unto one *J. M. C.* and *D.* of *L.* two ſmall Meſſuages or Tenements, with the Appurtenances at *C.* for the term of 28 years, to commence from the Feaſt of St. *Michael*, *Anno Dom.* 1647. yeilding and paying therefore yearly at the four moſt uſual Feaſts of the Year, the Sum of &c. *And* in and by the ſaid Leaſe it is provided, That if it ſhould happen the ſaid Yearly Rent of &c. to be behind and unpaid, in part, or in all, by the ſpace of 21 dayes,

or after any Feast or day of payment, in which it ought to be paid, &c. As in the same Indenture, &c. And your Orator *further sheweth*, unto your good Lordships, That the aforesaid *J. M.* by a certain Assignment, or Deed in Writing, bearing date the 20th day of *S. Anno Dom.* 1653. for valuable Causes and Considerations him thereunto moving, did grant &c. unto your Orator, the aforesaid recited Indenture of Lease, and all his Estate, Right, Title, Use, Interest, Possession, term of Years, Claim, and Demand whatsoever, in and to the Premisses. And he the said *J. M.* did thereby Covenant, that your Orator paying the said Yearly Rent of &c. thenceforth payable unto the said *R. H.* and performing such Covenants and Promises, as were in the same Lease, should quietly enjoy the Premisses, during the residue of the term aforesaid then to come, in the said first recited Indenture of Leases, as by the said Deed of Assignment, may more fully appear. By virtue of which said last mentioned Deed or Assignment, your Orator became lawfully intituled unto the Premisses, for and during the residue of the term of years, in the Original Lease aforesaid mentioned: And your Orator did actually enjoy the same, and hath attorned Tenant unto the said *R. H.* And he the said *R. H.* hath received the Yearly Rent for the Premisses, for divers years last past, of and from your Orator; but would never give any Receipt, Acquittance, or Discharge unto your Orator for the same. And your Orator *further sheweth*, That he hath made a very great Improvement in and upon the Premisses, and hath disbursed and laid out in new Building, and repairing the Premisses, the Sum of 100*l.* or thereabouts, of which the said *R. H.* doth take particular notice; and in respect thereof he the said *R. H.* doth plot and contrive, how to gain some advantage against your Orator, that so he may defeat your Orator of his Title and Interest unto the Premisses; and evict your Orator out of the same. *And* your Orator *further sheweth*, That about *C.* last, before your Orator had paid his Rent for the Premisses, your Orator did send his Servant unto the house of the said *R. H.* to the end he might pay unto the said *R. H.* the Quarters Rent due for the Premisses: But he the said *H.* although the same was tendred unto him, did refuse to receive, or accept of the said Quarters Rent; but upon what ground or reason, your Orator knoweth not. *And* your Orator *further sheweth*, That afterwards, at the Feast of &c. your Orator, or some person on the behalf of your Orator, did tender and pay unto the said *H.* 2 Quarters Rent for the Premisses then in Arrears, and desired the said *H.* to receive the same, and give a Receipt for the same. But the said *H.* as formerly, did refuse to accept thereof. *And* your Orator *further sheweth*, That afterwards upon the &c. being a Feast day, whereupon the Quarterly Rent, due for the Premisses, was payable, he the said *R. H* did cunningly, and with intent to avoid your Orators Title and Interest in the Premisses, and evict him out of the same, repair unto your Orators said house, and did demand his Rent in Arrear. And one *T. W.* being then present in the same house, did in the behalf of your Orator tender to pay unto him the said *R. H.* all the Arrears of Rent, then due for the Premisses, unto the said *R. H.* But he the said *T. W.* not knowing how to behave himself so wisely and circumspectly as

as he ſhould have done with the ſaid *R.H.* did require to have a Receipt or Diſcharge from him the ſaid *R.H.* otherwiſe he would not pay the Arrears of Rent then due unto him the ſaid *H.* And the ſaid *H.* being ready to lay hold of fair opportunity, did refuſe to give any Receipt or Diſcharge, and ſo departed, without receiving any moneys at all: Howbeit, he the ſaid *R.H.* hath been often, in a friendly manner, requeſted to accept of the Arrears of Rent due for the Premiſſes, and hath been ever ready to pay the ſame. And your Orator is now ready to pay the Arrears of Rent for the Premiſſes, unto the ſaid *R.H.* or to bring the ſame into Court to be diſpoſed of, as this Honourable Court ſhall order. *But now* ſo it is, may it pleaſe your good Lordſhips, That he the ſaid *R. H.* well knowing, that your Orator hath laid out in building and repairing the Premiſſes, the Sum of &c. And ſo far improved the Premiſſes, that the ſame are now of the value of &c. by the year; he the ſaid *R.H.* doth now intend to take advantage of the aforeſaid Clauſe or Proviſo of Re-entry; and in regard of your Orators non-payment of the Arrears of Rent aforeſaid, doth endeavour to turn your Orator out of the poſſeſſion of the Premiſſes. And for that very end and purpoſe, the aforeſaid *R.* H. pretending a certain Leaſe to be by him lately made, unto one *E.C.* hath cauſed a certain Declaration in Ejectment, to be framed againſt one *M. S.* at the Suit of the ſaid *E. C.* and hath given notice thereof to your Orator; and thereby doth intend to defeat your Orator of his Intereſt and Title, of and in the Premiſſes, by occaſion of his non-payment of the Arearages of Rent before mentioned. *In* tender conſideration of all which Premiſſes, and foraſmuch as your Orator hath no remedy at the Common Law in the premiſſes; and the rather, for that his Witneſſes who ſhould prove the premiſſes, to be ſuch as are before declared, are ſome of them dead, and others in parts beyond the Seas, ſo as your Orator knoweth not where to finde them. *And*, to the intent, he the ſaid *R.H.* may be enforced, to diſcover upon his Oath, whether he did not make ſuch a Leaſe of the premiſſes, unto the aforeſaid *T. M.* as is aforeſaid, or what other Leaſe; and whether he knoweth not the ſaid *M.* aſſigned the premiſſes to your Orator, for the remainder of his Term in the premiſſes. *And*, that the ſaid H. may ſet forth, whether he hath not been tendred payment of the Arrears of his Rent, for the premiſſes, at ſuch times, and in ſuch manner, as is above ſet forth; or at what other time or times, and in what other manner. *And*, that he the ſaid R. H. may be compelled to accept of the Arrears of the Rent. *And*, that your Orator may be confirmed in the future enjoyment of the premiſſes, during the remainder of the Term in the ſaid Aſſignment mentioned. *And*, that your Orator may be relieved in the premiſſes, according to Equity and good Conſcience. May it pleaſe, *&c.*

A Bill *to discover Incumbrances.*

To the Right Honourable, &c.

IN all humility *Sheweth* and beseecheth your good Lordship, your dayly Orator *T. A.* of *L.* Gent. That *whereas J. A.* of *M.* in the County of *B.* Esq; having urgent occasion to use money for his necessary Imployments, did near about the beginning of this moneth (present) of *J.* repair unto your Orator with whom he was formerly acquainted, and had some Communication and Speech, and did earnestly treat with your said Orator, to furnish and lend him the said *J. A.* the Sum of 500 l. for one whole year, after the rate of eight pounds in the hundred for the same, offering to give to your said Orator good security in Land for the same. *And* the said *J. A.* did then tell your said Orator, That he was seised of a good, perfect, and Indefeazable Estate in the Law in Fee-simple, to the use of him and his Heirs, of and in the Mannor or Lordship of *M.* with the Appurtenances in the County of *B.* being (as he alledged) of the yearly value of 300 l. or thereabouts. *And* that he would assure the same to your Orator and his Heirs for the repayment of the said 500 l. with the forbearance thereof. *And* the said *J. A.* did then confidently affirm to your Orator, that the said Mannor of *M.* was free from all Incumbrances by him the said *J. A.* or any his Ancestors had made, suffered or done, other than one Annuity or yearly Rent of 50 l. *per annum* issuing out of the Premisses, and payable to *A. A.* Widdow, Mother of the said *J. A.* only for the Term of the life of the said *A.* And other than the 3 d. part of the Capital Messuage or Tenement wherein the said *J. A.* now dwelleth, and the 3 d part of the Gardens and Orchards thereunto belonging, with free Ingress, Egress and Regress thereunto at all times convenient for the aforesaid *A. A.* her Children and family only, for term of the natural life of the said *A.* And other than an Assurance of certain Lands parcel of the said Mannor now or late in the several Tenures or Occupations of *R. H. R. T. W. K. T. N.* and *R. C.* for the use and behoof of *K.* the now wife of the said *J. A.* for and during the Term of her natural Life for her Joynture, In case she shall fortune to survive and overlive the said *J. A.* her husband. *And* the said *J. A.* did then further inform your Orator, That the said Mannor or Lordship so to be conveyed and assured to your Orator as aforesaid, would be good caution and Security for repayment of your Orators money: To whose fair speeches your Orator giving Credit, and wholly relying upon the honest and faithful dealing of the said *J. A* your said Orator did lend unto the said *J. A.* the sum of 500 l. of lawful mony of *England*: And the said *J. A.* according to his Agreement for security of payment of the same, did by his Deed Indented, bearing date about the 20th day of this present month of *J.* knowledged to be inrolled in his Majesties High Court of Chancery, Convey and Assure your said Orator and his Heirs the aforesaid Mannor or Lordship of *M.* with the Appurtenances, and all other his Lands, Tenements, and Hereditaments

reditaments lying in &c. or in any of them lying in the County of *B.* And under one Proviſo or Condition nevertheleſs in the ſaid Deed Indented, contained, That if the ſaid *J. A.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do truly pay or cauſe to be paid unto your ſaid Orator, his Executors, Adminiſtrators, or Aſſigns, the ſum of 540 l. of lawful mony of *England*, at or in the Middle-Temple Hall near *Fleetſtreet* in the Suburbs of the City of *L.* in manner and form following; that is to ſay, on the 14 day of of *D.* now next coming, the Sum of 20 l. thereof; and on the 27th of *J.* which ſhall be in the year of our Lord God, 16- &c. the Sum of 520 l. more reſidue and in full payment and ſatisfaction of the ſaid Sum of 540 l. That then and from thenceforth the ſaid Conveyance and Aſſurance of the ſaid Mannor or Lordſhip of *M.* with the Appurtenances, and the Inrolement of the ſaid Deed Indented, and all and every the Covenants therein contained, ſhall be utterly void and of none affect, as if the ſame had never been had or made, As in and by the ſaid Deed Indented, ready to be ſhewed in this Honourable Court, more plainly and at large it doth and may appear. **But now** ſo it is, may it pleaſe your good Lordſhips, That ſince ſuch Conveyance and Aſſurance ſo thereof made as aforeſaid to your ſaid Orator and his Heirs, of the ſaid Mannor or Lordſhip of *M.* with the Appurtenances, your Orator is given to underſtand, that the ſaid *J. A.* hath made divers and ſundry ſecret Eſtates of the ſaid Mannor and Premiſſes, or of ſome part thereof to perſons unknown to your ſaid Orator; And hath entred into divers Statutes & Recognizances, & ſuffered divers Judgements againſt him for payment of money, or for ſome other cauſe or thing whereunto the ſaid Mannor and Premiſſes, ſo aſſured to your ſaid Orator as aforeſaid, is and are liable, and may in ſhort time make your Orators Aſſurance of the ſaid Mannor and Premiſſes of no force or effect, if the ſame be not ſpeedily prevented and redreſſed by this Honourable Court according to Equity. **In tender Conſideration whereof,** *And* foraſmuch as your Orator doubteth not but that the ſaid *J. A.* will upon his Corporal Oath ſet forth and diſcover the truth of the Premiſſes, if he may be thereunto compelled by Order of this Honourable Court, It may pleaſe your good Lordſhips, the Premiſſes conſiderated, to grant unto your ſaid Orator the Kings Majeſties moſt gracious Writ of *Subpœna* to be directed to the ſaid *J. A.* commanding him thereby at a certain day, and under a certain Pain to be therein limited to be and perſonally to appear before your good Lordſhip in his Majeſties High Court of Chancery, then and there to Anſwer directly to the Premiſſes. *And* alſo to ſet down upon his Oath, Whether *J. A.* lately deceaſed, his late Father, or any other of his Anceſtors, have any way incumbred the aforeſaid Mannor and Premiſſes, or any part thereof, other than with his Wifes Joynture before ſpecified, and the aforeſaid Rent of 50 l. *per annum*, during the life only of the ſaid *A.* his Mother. *And further*, to ſtand and abide ſuch order and direction in the Premiſſes, as to your good Lordſhip ſhall ſeem to ſtand with Equity and good Conſcience. And your Lordſhips ſaid Orator according to his bounden duty, ſhall daily pray to God for your Lordſhips long life, with much increaſe of Honour, &c. May &c.

A Bill in Chancery to discover Incumbrances.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your good Lordship, your daily Orator *H. F.* of *L.* Gent. That whereas one *J. C* late of *L* in the County of *E.* Esq; being or pretending himself to be, lawfully seised in his Demesne, as of Fee-simple, or Fee-Tayl, with the immediate reversion or remainder, to him and his Heirs for ever, of, and in the Mannor or Lordship of *H.* with the right members and Appurtenances whatsoever, in the County of *E.* and of, and in the Scite or Capital Messuage or Mannor-house of *H.* aforesaid, with the Appurtenances in the said County of *E.* and of, and in all those several Messuages, Farms, Tenements, Grounds, and Hereditaments, commonly called or known by the names of *S. &c.* with their, and every of their Appurtenances, scituate, lying, and being in *S.* in the said County of *E.* *And* of, and in, all and singular Houses, Edifices, Buildings, Yards, Gardens, or Orchards, Closes, Lands, Tenements, Meadows, Feeding-Pastures, Grounds, and Hereditaments to the said Mannor or Lordship, Scite, Messuage, Farms, Lands and Premisses, and to every or any of them belonging, or in any wise appertaining; or to, or with the same, or any of them held, used, or occupied, or accepted, reputed, or taken as part or parcel of the same, or any of them, &c. He the said *J. C.* about the latter end of *M.* last, did contract, bargain, and agree together with your said Orator, that he the said *J. C* in consideration of, &c. pounds to him in hand, to be paid by your said Orator, should and would immediately, upon request, bargain, sell, convey, and assure all the said Mannor, Scite, Messuage, Lands, Tenements, and Premisses and all other Lands and Tenements which came to him, after the decease of his Father *R. C.* deceased in &c. or elsewhere in the said County of *E.* together with all such Houshold stuffe, Utensels, Implements, Necessaries, Goods, Chattels and Things, as then there were remaining in and about the said Scite or Mannor-house of *S.* and the Houses, Yards, Gardens, Orchards and Ground of the same, or in or about any of them unto your Orator, or unto such other person or persons, as your Orator should in that behalf name or appoint, and to their Heirs, Executors, Administrators, or Assigns, by such sufficient and lawful Conveyance and Assurance thereof, to be made with Warrant against all men, as your Orator or his Councel should advise. *And* also that for, and in, consideration of, &c. and, &c. more to be paid by your said Orator to one *W. T.* of *L.* Merchant; He the said *J. C.* would procure the said *W. T.* so much as in him should lye, to assign and transfer, not only the present possession of the said Mannor, Lands, and Premisses, certain parcels thereof, which were formerly assigned to *E. T.* the relict of the said *R. C.* and now the Wife of *B. T.* Kt. her Dower and thirds, in the said Mannor and Premisses, only excepted; and all the Estate, Interest,

Term,

Term, and Extent, of the ſaid *W.* in and to the Premiſſes, which he then held by virtue of one Extent, upon a Statute wherein the ſaid *J. C.* ſtood bound unto the ſaid *W. T.* in &c. but alſo another Statute wherein the ſaid *J. C.* ſtood bound to the ſaid *W. T.* in &c. by ſuch Aſſurance and Coveyance thereof, *likewiſe*, as your Orator, or his Councel ſhould deviſe, and thereupon afterwards, in conſideration of the ſaid *S.* &c, which your Orator truly paid and ſatisfied to, and for the uſe of the ſaid *J. C.* he the ſaid *J. C.* at the ſeveral inſtance and requeſt, and the appointment of your ſaid Orator by one Indenture, or Deed indented, bearing date the 30th day of *M* laſt &c. did bargain, ſell, demiſe, grant, and to Farm let, all the ſaid Mannor, Scite, Meſſuages, Lands and Premiſſes unto *W. G.* of *C.* in the County of *C.* Eſq; *M. H.* of *L.* Eſq, and *M. H.* of *G.* in the County of *M.* Gent. their Executors, Adminiſtrators, and Aſſigns for 21 years, Commencing from the Date of the ſaid Indenture, at and for the yearly Rent of 5 l. *And* by one other Indenture purporting a Bargain and Sale, bearing Date the 10th day of *A.* now likewiſe laſt paſt, and by other Aſſurance thereupon made & executed, or to be executed; for the Conſiderations aforeſaid did give, grant, bargain and ſell, and convey all the ſaid Mannor, Land, and Premiſſes unto *T. H.* Eſq; *H. G.* Eſq; and *W. G.* Gent. and their Heirs for ever. And by a Writing or Bill of Sale dated the 2d day of this preſent moneth of *M.* &c. for the Conſiderations aforeſaid, he the ſaid *J. C.* did bargain and ſell all the Houſhold-ſtuff, Implements, Goods, Chattels, Neceſſaries, and things then remaining, and being in and about the ſaid Mannor houſe, and in and about the Houſes, Yards, Gardens, Orchards of the ſame, or in any of them to your Orator himſelf, his Executors and Aſſigns, to his and their own proper uſe and behoof for ever. *And* your Orator, *further ſheweth*, That in conſideration of &c. which your Orator alſo paid to the ſaid *W. T.* the elder, He the ſaid *W. T.* by the procurement of the ſaid *J. C.* did by one Indenture or Deed indented, dated the ſaid 1ſt day of *A.* &c. aſſign and ſet over all the ſaid Mannor, Scite, Meſſuage, Lands and Premiſſes, and all his Eſtate, Term and Extent, which he then had, or might have therein, by virtue of the ſaid Extent, upon the ſaid Statute of &c. unto your Orator, his Executors, Adminiſtrators and Aſſigns. *And* by one other Indenture, dated the 2d day of the ſame Moneth of *A.* did not only Aſſign and deliver the ſaid other Statute of &c. unto your ſaid Orator *H. F.* but alſo did thereby likewiſe Authorize him your ſaid Orator, his Executors, Adminiſtrators and Aſſigns, to ſue or procure any Suit, Extents or Execution thereupon; And to have, take and receive the whole benefit and profit, and advantage thereof to his and their own uſe, without Accompt, as in, and by the ſaid ſeveral Indentures, and aſſurance aforeſaid, relation being thereunto had, and which your Orator is ready to produce, and ſhew forth to this Honourable Court, may more at large appear. At the time of which Bargain and Contract ſo made with the ſaid *J. C.* as aforeſaid, and during the time of the Treaty thereof, and at the ſeveral times of Sealing, and paſſing of the ſeveral Indentures, Deed, or Aſſurance aforeſaid, The ſaid *J. C.* did faithfully and confidently promiſe and proteſt, that all the ſaid Mannor-Lands, and Premiſſes, were free and clear of, and from all manner of former and other

Bargains, Grants, Charges, and Incumbrances whatſoever, other than the Dower and Thirds of the ſaid *E. T.* and the ſaid ſeveral Statutes and Extent aforeſaid, and other than ſuch other Service, Annuities, Rents and Leaſes in the ſeveral Indentures or Conveyance made by the ſaid *J. C.* as aforeſaid, were and are accepted, by means and occaſion whereof, your Orator much relying and depending upon the faithful Promiſes and Proteſtations of the ſaid *J. C.* concerning the Premiſſes as is aforeſaid, was drawn on, and incouraged to bargain, and deal for the ſaid Mannor-Lands and Premiſſes. And to give and pay the greater price for the purchaſe of the ſame. *But now*, ſo it is, may it pleaſe your good Lordſhip, That ſince the payment of your Orators money for the purchaſe of the Premiſſes, as is aforeſaid your Orator is credibly informed, and ſo it is given out in Speeches by divers, that the ſaid Mannor-Lands and Premiſſes; or ſome part thereof, are diverſly incumbred and charged, or chargeable with divers ſecret Conveyances, Leaſes, Annuities, Rent, Charges, Judgements, and Incumbrances, other than, and beſides, ſuch Dower, Statutes, Extents, Annuities, Rents, Services, Leaſes, and Incumbrances, as are executed in the ſeveral Deeds and Aſſurances made by the ſaid *J. C.* to the ſaid *W. G. M. H.* and *M. H.* and to the ſaid *T. H. H. H.* and *W. G.* as is aforeſaid, whereby your ſaid Orator, and his ſaid friend, which in that behalf he hath named and appointed, as is aforeſaid, are likely to be deprived defeated, and hindred of, and from the quiet enjoying of the ſaid Mannor-Land and Premiſſes, and the whole benefit thereof, contrary to the intent of your ſaid Orators bargain with the ſaid *J. C.* againſt all right, equity, and good Conſcience, unleſs ſome relief be given to your Orator by and in this Honourable Court in the Premiſſes, In tender Conſideration whereof, and to the intent, that he the ſaid *J. C.* may anſwer to the truth of the Premiſſes, and ſet forth upon his Corporal Oath, what ſecret, or other Conveyances, Eſtates, Leaſes, Annuities, Rents, Charges, Judgements, Statutes, or other Incumbrances he hath made, contrived, paſſed, acknowledged, ſuffered, or executed. *And* alſo what other Leaſes, Eſtates, Annuites, Judgements, Recognizances, or Incumbrances, whatſoever he knoweth, or hath heard of, or is privy to, or acquainted withall, whereby, or by means whereof, the ſaid Mannor, Scite, Meſſuages, Lands, and Premiſſes, on any of them, or any part thereof is, ſhall, or may be charged, or chargeable, or incumbred. May it pleaſe your good Lordſhip, to grant unto your ſaid Orator, the Kings Majeſties Writ of *Subpœna*, to be directed to the ſaid *J. C.* at a certain day and under a certain pain thereof, to be limited to be, and perſonally to appear, before your good Lordſhip, in his Majeſties high Court of Chancery, then and there to anſwer the Premiſſes, &c. *May*, &c.

An Information in Chancery, *by the Kings Attorney General, at the Relation of a Relator, for the diſcovery of Evidences and Eſtates made of Lands given to ſeveral Charitable uſes, and that the increaſed and improved Rents of the Lands may be applyed to the Charitable uſes, proportionably according to the ſums to them ſeverally at firſt limited, aſſigned and appointed; And that the Lands may be ſet out and bounded, or the like number of Acres ſet out and layed together, &c.*

To the Right Honourable, &c.

Moſt humbly complaineth your Lordſhip Sir *Jeofrey Palmer* Kt. and Barronet, Attorney General of his moſt Excellent Majeſty our Soveraign Lord the King that now is, by and at the relation of *R. C.* of &c. in the &c. That one *R. L.* Clerk deceaſed in his life time, to wit, in or before the firſt year of the Raign of our late Soveraign Lady *Mary* late Queen of *England*, was ſeized in his Demeſne as of Fee, or had a diſpoſing power in Fee, of and in a Meſſuage, and ſeveral Lands, Tenements, and Hereditaments ſcituate lying and being within the Mannor and Pariſh of *V.* in the County of *H.* containing together 100 Acres and upwards, and lying diſperſedly in ſeveral pieces and parcels within the ſaid Mannor and Pariſh. And being ſo thereof ſeized the ſaid *R. R.* on or about the &c. day of &c. in the firſt year of the Raign of our ſaid late Soveraign Lady Queen *Mary*, did by Indenture under his Hand and Seal demiſe the ſame Meſſuage and Lands to one *J. K.* his Executors and Aſſigns for the term of 99 years, or ſome ſuch long Term, Yielding and paying therefore yearly unto the ſaid *R. R.* and his Aſſigns, during ſo much of the ſaid Term, as he the ſaid *R.* ſhould live, the ſum of &c. And alſo yielding and paying from and after the deceaſe of him the ſaid *R.* the ſum of &c. yearly in manner following, that is to ſay, The ſum of 3 l. 10 s. to the Maſter and Fellows of the ſaid Colledge, for and towards the maintenance of a poor Schollar in *M.* Colledge &c. Two pounds to the Miniſter, Conſtable and Churchwardens of *S.* to be by them diſtributed to the poor of *S.* aforeſaid, And twenty ſhillings to the Overſeers of the poor of *B.* in the County of *N.* to be by them diſtributed to and among the poor there: And that about the 20th day of *J.* in the ſaid firſt year of the Raign of the ſaid late Queen *Mary*, the ſaid *R. R.* by good and ſufficient Conveyances and Aſſurances in the Law duly executed did convey and aſſure the Reverſion, Fee and Inheritance of the ſaid Meſſuage, Farm and Premiſſes to and upon ſeveral perſons ſome of them then living in and about *S.* and their Heirs, In truſt and to the Intent and purpoſe, that after the expiration or determination of the ſaid Leaſe

and

and Term of 99. The ſaid Truſtees their Heirs and Aſſigns ſhould apply and diſpoſe of all the Rents, Iſſues and profits of the ſaid Meſſuage, Farm and Premiſſes, to and for the Maintainance of one poor Schollar in the Colledge aforeſaid, and in the Releif of the poor of the ſaid Pariſhes of *S.* and *B.* aforeſaid. And by the ſaid Deed of Conveyance the ſaid *R. R.* did appoint, that when any ſeven or more of the Truſtees ſhould be dead, that then the ſurviving Truſtees ſhould make a new Feoffment, or ſome other Aſſurance to the uſe of themſelves and ſo many other perſons as ſhould make up the number of the ſaid ſurviving Truſtees, the number of twelve, upon the truſts aforeſaid, & that the ſame Order and Rule ſhould be obſerved and continued for ever; As by the ſaid Original Feoffment Conveyance or Aſſurance (if his Majeſties ſaid Attorney had the ſame to ſhew forth) it doth and would more plainly and at large appear. And his Majeſties ſaid Attorny further informeth your Lordſhip, at and by the relation aforeſaid, That the ſaid *R. R.* ſhortly after the making of the ſaid Conveyance and ſettlement dyed. And that the ſaid *I. R.* his Executors and Aſſigns poſſeſſed and enjoyed the ſaid Farm during the full Term granted by the ſaid Leaſe, and that the ſaid *I. R.* his Executors and Aſſigns from the time of the death of the ſaid *R. R.* until the Expiration of the ſaid Leaſe, did from time to time pay 3 l. 8*s. per an.* to the Maſter and Fellows of *M.* Colledge aforeſaid, for the time being, and fourty ſh illings *per an.* to the Miniſter, Conſtable and Churchwardens, of *S.* aforeſaid for the time being, for the benefit of the poor people in that Pariſh, And twenty ſhillings to the Overſeers for the poor of *B.* aforeſaid, for the time being, for the uſe of the poor of that pariſh; And his Majeſties ſaid Attorney by the Relation aforeſaid, further Informeth your Lordſhip, That the ſaid Leaſe of 99 years, ſo made by the ſaid *R. R.* to the ſaid *I. R.* of the Meſſuage, Farm and Premiſſes aforeſaid, expired by Effluction of Time, at or about the Feaſt of &c. which was in the year of our Lord God &c. And that the ſame Meſſuage, Farm and Premiſſes, ſo given, aſſigned and appointed to the ſaid Truſteers aforeſaid, to and for the Charitable and pious uſes afore ſpecified at the time of the Expiration of the ſaid Leaſe of 99 years, were and ever ſince have been (*Communibus annis*) of the clear yearly value of 30 l. or thereabouts, And that one full moity, and above one fifth part of the other moity thereof, ought to have been paid unto the ſaid Maſters and Fellows of *M.* Colledge aforeſaid, for the time being, for the maintainance of a poor Schollar in the ſaid Colledge, & neer a third part of the other moiety thereof, ought to have been applyed towards the Relief of the poor of *B.* aforeſaid, and a proportionable part, according to the rate of 40 *s. per an.* as was firſt appointed, ought to have been applyed and diſpoſed, for and towards the Relief of the poor people of the Pariſh of *S.* aforeſaid, according to the Intent and true meaning of the ſaid *R. R.* the Donor of the ſaid Farm, and Premiſſes. But ſo it is, may it pleaſe your good Lordſhip, That the Original Deed, whereby the Reverſion of the ſaid Farm and Premiſſes, was ſo granted by the ſaid *R. R.* aforementioned to the ſaid Truſtees, for the pious and charitable uſes aforeſaid, and the mean Conveyances made by the ſurviving Truſtees, and whereby the ſaid Eſtate was continued in

ſucceeding

ſucceeding Truſtees being left in the ſaid Meſſuage to be there preſerved for ſucceeding Generations, did there remain until the time of the expiration of the ſaid Term of 99 years, And one *W. K.* an Aſſignee of the ſaid Leaſe of 99 years, being then in poſſeſſion of the ſaid Meſſuage, at the time of the expiration of the ſaid Leaſe, one *D. C.* by practice and conſederacy with the ſaid *W. K.* and his wife, did poſſeſs himſelf of all the Deeds and Writings, whereby the ſaid Eſtate to the ſaid Truſtees was created, conveyed over, and continued, and the ſaid *D. C.* deſigning and contriving how to defraud and defeat the ſaid charitable and pious uſes, and to make a benefit and advantage thereof to himſelf; he the ſaid *D C.* did combine and confederate himſelf, to and with one *E. C.* late of *S.* aforeſaid Clarke, *W. H.* of *S.* aforeſaid Gent. *W. T.* of the ſame Gent. *F. L.* of the ſame Yeoman, and *T. L.* of the ſame Yeoman, and to, and with divers other perſons, as yet unknown to his Majeſties ſaid Attorney, or the ſaid Relators, whoſe names when they ſhall be diſcovered, his Majeſties ſaid Attorney prayeth, they may be inſerted into this his Information, with apt words to charge them, and that they and every of them, may be made parties hereunto, and may Anſwer the ſame: And in purſuance of their ſaid intentions, and by the Combination and Confederacy aforeſaid; The ſaid Confederates do not only conceal and ſuppreſs the ſaid Deeds, Writings and Evidences: But in the time of the late Warrs and Troubles in this Kingdom, did make divers ſecret and other entries, into and upon the poſſeſſion of the ſaid Farm and Premiſſes, and have by the Combination, Practice and Confederacy aforeſaid, made and contrived divers ſecret and fraudulent Eſtates of the ſaid Meſſuage, Farm and Premiſſes among themſelves, and to and from one another, ſo as neither his Majeſties ſaid Attorney, nor the ſaid Relators, do know or can tell, who hath actually taken the profits of the ſaid Premiſſes, ſithence the ſaid year of our Lord one thouſand &c, or who in certain hath had the poſſeſſion of, or claimeth to have and hold the ſaid Farm and Premiſſes, nor under what colour, pretence or Title; And the ſaid Confederates do unjuſtly detain and withhold the Rents, Iſſues and Profits of the ſaid Farm and Premiſſes, from the pious and charitable uſes aforeſaid, and do convert and apply the ſame to their own uſes: And the ſaid Confederates aforenamed, the better to countenance and colour their ſaid practice and deſign, have alſo combined and confederated themſelves, and to with one *C. E.* of *London* Eſq; who is Lord or reputed Lord of the Mannor of *V.* aforeſaid, *P. B.* Clark, Rector of the Parſonage of *V.* aforeſaid, to and with one *J. H.* of *V.* aforeſaid Yeoman, And by the Combination aforeſaid, the ſaid Confederates have taken away, removed, defaced, and deſtroyed the Baulks, Partitions and Boundaries, which did ſeperate, divide and diſtinguiſh the ſame Lands and Premiſſes, from the Demeſne and other Lands, of and belonging to the Lord of the ſaid Mannor, and from the Glebe and other Lands, of which the ſaid Confederates, or ſome of them are ſeiſed, or which they or ſome of them do hold in Fee-ſimple, or for Terms of years, and have ſo intermixed and confounded the ſame Lands and Premiſſes, with other Lands, that the ſaid Lands ſo given, appointed and aſſigned to, and for the ſaid Charitable Uſes,

cannot

cannot certainly be diſtinguiſhed from the Lands of the ſaid Confederates, nor can it now be diſcovered where the ancient Baulks and Boundaries thereof were; And they the ſaid Confederates, and unknown perſons or ſome of them do give out in ſpeeches, that they or ſome of them do hold and claim to hold the ſaid Meſſuage, Farm and Premiſſes, and the profits thereof, as their or ſome of their own proper Lands Eſtate and Inheritance; And that the ſame Farm and Premiſſes, or any them, were never the Lands or Eſtate of the ſaid *R. R.* and if they were, yet the ſame were not by him given aſſigned or appointed to any Charitable or pious Uſe, but that the ſame are come to them, or ſome of them, from the ſaid *R. R.* by mean Conveyances, and are not charged or chargeable with or lyable to pay any ſum or ſums of Money whatſoever, to or for the Charitable Uſes aforeſaid, or any of them; and the better to intricate, perplex and blind the matter; and to avoid the payment of and accompting for the profits of the ſaid Premiſſes, to or for the ſaid Charitable Uſes: The ſaid *C. E.* by the Combination aforeſaid, doth pretend and give out, that the ſaid Farm and Lands are holden of him or of his ſaid Mannor of *V.* and that the Owner and Proprietor of the ſaid Farm and Lands is dead without Heir general or ſpecial, and that the ſaid Farm and Lands are Eſcheated unto him, and threatens, and hath upon ſuch pretence ſeized or intends to ſeize the ſame Farm and Premiſſes into his hands as an Eſcheate, and ſo to hold the ſame to his own uſe: And the ſaid *P. B.* by the Combination aforeſaid doth claim ſuch of the Lands ſo given, limited and appointed, to and for the Charitable uſes aforeſaid, as do lye intermixed with the Glebe Lands of the Rectory, as belonging to him as Rector of *V.* aforeſaid; And he the ſaid Confederate *J. H.* doth claim ſuch of the ſaid Lands as lye mixt with and among his Lands, as his own proper Lands, and all their pretences and doings, are by the Confederacy and Combination aforeſaid deſigned, done, and contrived, To the intent and purpoſe, that the ſaid Confederates may divide and ſhare the ſaid Farm, and Premiſſes, and the Rents, Iſſues and Profits thereof among themſelves, and utterly to defeat and deprive the ſaid poor Schollar and poor people thereof. And forasmuch, as all the Deeds, Evidences and Writings, which do manifeſt the truth of the matters and things afore herein ſet forth and declared, are in the hands and power of the ſaid Confederates, or ſome of them, or of ſome other perſon or perſons, by and with their or ſome of their party or privities or conſents, ſo as his Majeſties ſaid Attorney cannot without the ſame give ſuch Evidences as may induce a Jury to fine the ſame upon their Oaths, and ſo much artifice having been uſed to defeat and evade the ſaid Charitable Uſes, that there is no way to diſcover the truth and certainty of the Premiſſes, or to obtain effectual relief in the Premiſſes, by any proceeding upon the Statute for Charitable Uſes, nor is it poſſible to ſettle any one of the ſaid Charitable Uſes without ſetling them all, which cannot properly be done by the ſaid Colledge, or either of the ſaid particular Pariſhes, alone or joyntly and ſo any Decree to be made by Commiſſioners cannot well be gained, and if it might, yet upon exceptions put in thereunto, the ſame may be rendered ineffectual: *And* this being a matter and Caſe of publique concern,

cern, & for that the final Settlement of the aforeſaid ſeveral pious uſes cannot be done in any ordinary Courſe of Law, but is properly to be ſetled by this Honourable Court, and the rather for that it is not known to his Majeſties ſaid Attorney, or the ſaid Relators, in whom the preſent Eſtate and Fee of the Premiſſes is: To the end therefore that a full diſcovery of all and every the matters and things aforeſaid may be made, and that the ſaid Charitable uſes may be preſerved and ſetled according to the intent of the ſaid *R. R. And* to the end, that all the Deeds, Evidences and Writings that do concern the ſaid Farm and Lands, may be ſet forth and diſcovered, and may be diſpoſed of as this Honourable Court ſhall think fit: *And* that the ſaid Farm and Lands may be ſetled in Truſtees, and the Rents, Iſſues and Profits thereof applyed and diſpoſed of in and for the Charitable uſes aforeſaid, and that proportionably according to the ſums to them ſeverally at firſt limited, aſſigned and appointed as is aforeſaid, according to the Charitable intention of the ſaid *R. R. And* to the end alſo that the Lands late of the ſaid *R. R.* that cannot for the preſent be certainly diſcovered, may be ſet out, bounded and aſcertained, or otherwiſe, that the like number of Acres or Lands of the ſame value, with ſuch of the ſaid Lands as lye intermixed with the Lands of the Lord of the ſaid Mannor, or with the ſaid Glebe Lands, or the Lands of the ſaid *J.* H. may be ſet out and laid together in ſome particular place and part and ſo held and enjoyed to and for the ends and Charitable uſe and uſes aforeſaid. And that the ſaid Confederates and unknown perſons, when they ſhall be diſcovered, and their names inſerted into this Information, may ſet forth and diſcover where and in whoſe hands and power the ancient Charters, and Evidences, of and concerning the ſaid Farm and Premiſſes are, and the dates and contents thereof, and who hath received the Rents, Iſſues and Profits of the ſame Premiſſes, ever ſithence the determination of the ſaid demiſe thereof for the ſaid Term of 99 years, which d d end in the ſaid year of our Lo d one thouſand &c as aforeſaid, and by and under what Right and Title, and how the ſame hath been ſince that time diſpoſed of, and what Title, Intereſt or Eſtate, they or any of them have or claim to have, of, in, to, or out of the ſaid Farm and Premiſſes, or any of them, and by, from, or under whom, and by what Conveyance; And that the ſaid Confederates may ſet forth, and diſcover what the true yearly value of the ſaid Farm and Premiſſes, now is and hath been ever ſince the ſaid year one thouſand &c. And laſtly, that the ſaid Charitable uſes may be preſerved maintained and continued to all ſucceeding Generations, and may be ſettled eſtabliſhed and confirmed by the Decree of this Honourable Court; *May it pleaſe* your Lordſhip to grant unto his Majeſties ſaid Attorney, his Majeſties moſt gracious Writ or Writs of *Subpœna* to be directed to them the ſaid &c.

The

The Replication *of Sir* J. P. *Knight and Barronet his Majesties Attorney General, Complainant at and by the relation of* A. B. *Doctor in Divinity, Master of* C. *Colledge in the University of* O. *and of the Fellows and Schollars of the same Colledge, to the joynt and several Answers of us* W. T. *Gent.* R. L. *and* J. C. *Defendants.*

His Majesties said Attorney for Replication saith and will averre, that all and every the matters and things in and by his Information in this Honourable Court alledged are true in such sort, manner and form, as the same are therein set forth, and that he is, and shall be at all times ready to prove the same in such manner, as this Honourable Court shall award: And thereupon prayeth relief in the same as he hath in and by his said Information before prayed, and for further Replication, to the Answers of all the said Defendants, and particularly of the said *W. T. R.* and *L.* (who acknowledged themselves to be Trustees of the Farm and Lands in question in this Suit.) His Majesties said Attorney saith, that the same Farm and Lands were wholly given and intended by *R. R.* the Donor thereof, to the Charitable Uses in the Information mentioned; And although the said Donor, did make and direct a special distribution of the sum of 6 pounds 10 shillings *per annum*, which was the then present Rent thereof yet that Lease being long since determined, and the said Farm and Lands since increased in the value of thirty pounds *per annum*, and now let for so much as by the Answers of the said four Defendants, aswell as of the other Defendants doth appear, and it not appearing by the said Defendants Answers, or any of them, that it was the intent of the Donor, that any part of the Rents Issues or profits of the said Farm or Lands, should be converted by his Trustees to their own use, or to any other use, or that his Heirs, or any other person or persons, but such as in the said Information are mentioned, should have any benefit thereof; Therefore his Majesties said Attorney doth averre that the whole encrease and benefit raised, and to be raised by the said Farm & Lands, do since the ending of the Lease thereof, in being at the time of the death of the said Donor, should have been, and ought to be distributed to the Charitable uses in the said Information specified according to such proportions as in the said Information is mentioned; And that the said Defendants *W. T.* and *R. L.* ought to account for, aswel such Fine or Sum of money as hath been raised or made by them, or any others with them, by letting of any new Lease thereof, as also for the Surplusage of the said Rent of the said Premisses so demised by them, over and above the said sum of 6 pounds and ten shillings, yearly paid by them to the Charitable use aforesaid, during the time they or any of them, have received the increase Rent of thirty pounds *per annum*, for which the said Lands have for divers years past, and are now

now ſtill demiſed, and which hath been yearly paid, and anſwered for the ſame, and the ſaid whole Rent and profits of the ſaid Lands, received by them, or any of them yearly, ever ſince the new letting thereof, after the expiration of the ſaid ancient Leaſe, in being at the time of the death of the ſaid Donor, ought to be all applyed to the Charitable uſe and uſes in the ſaid Information, ſpecified in ſuch ſort, as is therein ſet forth, and to no other uſe. The ſaid Attorney General averring, and being ready to prove to this Honourable Court, that they the ſaid Truſtees or any of them, or any other perſons named or ſuppoſed Truſtees with them, did never in any one year hitherto ſince the ending of the ſaid antient Leaſe, apply more than 6 pounds ten ſhillings thereof to the ſaid Charitable uſes, in the ſaid Information ſpecified, but in breach of the Truſt in them repoſed, have or ſome of them have miſimployed, and miſconverted the ſame overplus money amounting in that time, to above four hundred and ſixty pounds, to other uſes according to their own wills and pleaſures, with this alſo that the ſaid Truſtees, in further breach of the ſaid Truſt, have ſuffered the houſe and buildings, of and belonging to the ſaid Farm and Lands, to fall into great ruine and decay for want of timely repairing and amending, either by the Tenant or Tenants thereof for the time being, or by their or ſome of their care, as ought to have been, and the ſame houſe and buildings, are now very ruinous and in great decay, nor are there ſufficient Covenants in the Leaſe, now a being by them the ſaid Truſtees newly made and granted, to compel the preſent Tenants or Occupiers of the ſaid Farm houſe and buildings, to repair the ſame, which is alſo contrary to the truſt in them repoſed, with this alſo, that it appeareth by the Anſwers of all the ſaid Defendants, and his Majeſties ſaid Attorney, is ready to prove that the Lands ſo given and appointed by the ſaid *R. R.* to the Charitable uſes aforeſaid, do lye diſperſedly in the ſeveral Fields of *V.* in the County of *H.* and in ſeveral parcels in each of the Fields in *V.* aforeſaid, and that the Boundaries of the ſame and of other mens Lands, in the ſaid Fields, are ſo defaced, ploughed up and confounded, and the ſame, and other mens Lands, do lye confuſedly and intermingled, together by reaſon of the defacing and ploughing up of the ſaid Boundaries; That it is very hard and difficult, if not impoſſible now to diſtinguiſh the ſame from other mens Lands there, or one mans Lands there from anothers. And therefore the ſaid Attorney General prayeth, That aſwell the ſaid houſes and buildings, belonging to the ſaid Farm, may be ſpeedily repaired, And that the ſaid Truſtees or ſuch of them, as have received by Fines or Rent the profits of the ſaid Lands and Premiſſes, may make and give a true account for the ſame and for what hath been received by them, or any of them, and that the ſame may be applyed to the Charitable uſe and uſes aforeſaid. And further, that for the better aſcertaining of the Lands belonging to the ſaid Farm, and lying at preſent ſo intermixed with the Lands of other men in *V.* aforeſaid, may be forthwith ſet out by Meets and bounds, whereby the ſame for the future may be certainly known, and diſtinguiſhed from all other mens there, or otherwiſe, as in the Anſwers of the ſaid ſeveral Defendants, is conſented unto, that the like number of Acres, as are belonging to the ſaid Farm, in

every

every of the ſeveral Fields of *W.* aforeſaid may without prejudice to any other perſons, owner or owners of Lands in the ſame Fields, may in each Field be ſet out and laid together, and by conſent of all other owner or owners of Lands in the ſaid Fields, be allotted, allowed, and owned as Lands of and belonging to the ſaid Farm, and to be in all times hereafter uſed and demiſed with the ſame, and that if any part of ſuch lot, happen to be Lands of any other owner or owners of Lands there, ſuch owner or owners, may by their free conſent and conſents, accept of ſuch other Lands belonging, or ſuppoſed to belong to the ſaid Farm in each of the ſaid Fields, as by like conſent ſhall be ſaid or ſet out in lieu thereof, whereunto the ſaid Attorney General for and on the behalf of the ſaid Relators, is and doth hereby declare himſelf to be willing: And further prayeth that to this end, a Commiſſion may be awarded to Gentlemen in the ſaid County to be approved of by this Honourable court, for the ſurveying the ſame Lands, & ſetting forth the particular parcels thereof, or laying them, with power alſo to treat with all, & every owner or owners of Lands in the ſaid Fields of *W.* that may be concerned in the Premiſſes, and to take and receive their conſent and conſents, to ſuch proceeding and ſetting out of Lands as aforeſaid, as ſhall or may be made, or agreed on by the ſaid Commiſſioners, or ſo many of them as in that behalf ſhall be thereunto impowered, and that if need be, and this Honourable Court ſhall ſo think fit, ſuch perſon and perſons, owner or owners of Lands, as ſhall or may be concerned in the Premiſſes, and ſhall give their conſents to or before ſuch Commiſſioners as aforeſaid, and are not already parties to the ſaid Information, may have their names thereunto inſerted, and may by their ſeveral anſwers further teſtifie their ſeveral conſents to ſuch ſetting out, or laying together of Lands to belong unto, and be uſed with the ſaid Farm for the future, and of their accepting of other Lands in lieu thereof as aforeſaid, That this Honourable Court may proceed to ſettle the ſame by conſent finally by the Decree of this Honorable Court, as to this Honourable Court ſhall ſeem moſt meet, and for the ſatisfaction of all perſons concerned, or to be concerned therein, without this, That any other matter or thing in any of the Anſwers of any of the ſaid Defendants, contained material or effectual in the Law for him the ſaid Attorney General to reply unto, and not before herein ſufficiently Replyed unto, confeſſed and avoided, traverſed or denied is true, in ſuch manner and form as the ſame are in any of the Anſwers of the ſaid Defendants ſet forth, and alledged all which matters and things the ſaid Attorney General is ready to averre and prove as this Honorable Court ſhall award, and prayeth relief, as in his ſaid Information he hath formerly prayed.

A Bill in Exchequer *for Tythes.*

HUmbly Complaining, *Sheweth* unto your Lordſhips, your Lordſhips Orator *T. H.* Vicar of the Pariſh of *C.* in the County of *L.* [illegible] and Accomptant to her ſaid Majeſty, for, and under the yearly Rent [illegible] ſum of 27 *s.* 8*d* iſſuing, and payable out of the ſaid Vicaridge. As by the Records of this Honourable Court, it doth and may appear, That whereas your Orator, in or about the Moneth of *F.* in the year of our Lord 1660 was lawfully Inſtituted and Inducted into the ſaid Vicaridge of *C.* *And* your Orator *further ſheweth* unto your Lordſhips, that ſince the time of the ſaid inſtitution to the ſaid Vicaridge, your Orator hath carefully and honeſtly officiated and performed, and ſtill doth officiate and perform the Care therein, reading, and preaching the Word of God, and inſtructing the people of the ſaid Pariſh therein, according to the duty of this place, as Vicar of the ſaid Pariſh; and according to the Laws of the Church of *England* and the neceſſity of the Pariſhioners for their Souls health. *And* your Orator in regard thereof, and by virtue of the ſaid Inſtitution and Inducti-on, became juſtly, rightfully, and lawfully intituled unto, and ought to have and receive, for and towards his maintenance and Livelihood, all the ſmall and leſſer Tythes of Wooll, Calf, Lamb, Cheeſe, Milk, Piggs, Geeſe, Eggs, Flax, Hop, Hemp, Wax, Fruit, and all other ſmall Tithes, Offerings and Duties whatſoever ariſing, renewing, and growing within the ſaid Pariſh, as belonging to the ſaid Vicaridge; and as the former Vicars of the ſaid Pariſh-Church, have heretofore, and time out of mind of man, been anſwered and paid the ſame. *And* your Orator *further ſheweth* unto your Lordſhips, that *E. R.* and *R. M* combining and confe-derating amongſt themſelves; together, with divers other perſons as yet unknown unto your Orator, whoſe names your Orator prayeth, may be inſerted, and they made parties to this Bill, when they ſhall be diſcovered to defeat your Orator of his ſaid juſt Tithes, Profits and Duties, do deny-and refuſe to yeild or pay any Tithes, Mortuaries, Duties or Oblations at all, or to give your Orator any recompence for the ſame, from the Feaſt of the Annunciation of our bleſſed Lady the Virgin, in the year of our Lord God 1660. until this preſent time. *And* namely, the ſaid *E. R.* hath kept within the ſaid Pariſh, during the ſaid years, divers Milk Cows which have had Calves, the Tithes whereof being worth 13 *s.* 4*d.* by the year, divers dry and barren Beaſts that have been depaſtured within the ſaid Pariſh, the Tithes whereof being worth 6 ſhill. 8 pence by the year; divers Ewes which have had Lambs, the Tithes whereof being worth 15 ſhill. by the year; divers other Sheep that were depaſtured within the ſaid Pariſh, the Tyth-wooll whereof, being worth 10 ſhill. by the year, Sows which have had Pigs, the Tithe whereof being worth 6 ſhill. by the year, divers Geeſe, the Tithes whereof was worth 2 ſhill. 6 pence by the year.

And have had Apples, Pears, and other Fruit, the Tithe whereof worth 13 ſhill. 4 pence by the year. And have had Hops growing the ſeveral years aforeſaid, the Tithe whereof worth 4 ſhill. by the year, and have had and taken the whole profit of an eight of Oſiers, the Tithe whereof worth 6 ſhill. by the year, and divers Stocks of Bees, the Tithe of Wax and Honey thereof coming, worth by the year 3 ſhill. 4 pence. And Eggs, the Tithe whereof 2 ſhill. 6 pence by the year. And likewiſe hath withheld and [illegible]d to the oblations due for himſelf and Family at *Eaſter* in every [illegible] ſhill. *And* he the ſaid *R. M.* hath alſo kept within the ſaid Pariſh in the ſaid years laſt paſt, and this preſent year, divers Milk Cows which have had Calves whereof the Tithe was worth 6 ſhill. 8 pence by the year. And divers Ewes which have had Lambs, the Tithe whereof was worth 6 ſhill. 8 pence by the year. And divers Sows which have had Piggs, the Tithe whereof was worth 2 ſhill. 6 pence by the year. And divers Geese, the Tithe whereof was worth 2 ſhill. by the year. And had Apples, Pears, and other Fruit, the Tithe whereof was worth 8 ſhill. by the year. And divers Stocks of Bees, the Wax and Honey thereof coming, the Tithe whereof was worth 3 ſhill. 4 pence by the year. And Eggs whereof the Tithes were worth two ſhill. by the year. And alſo have had Wooll coming of diverſe Sheep depaſtured within the ſaid Pariſh, the Tithe whereof was worth 10 ſhill. by the year. And have had Hops which grew within that ſaid Pariſh the Tithe whereof was worth 2 ſhill. 6 pence by the year. **And your Orator further ſheweth** unto your Lordſhips, that one *J. W.* about the Moneth of *A.* in the year of our Lord 1660. within the ſaid Pariſh dyed and ſhortly after was buried at *C.* aforeſaid. And the ſaid *R. M.* was his Executor, and poſſeſt himſelf of the Goods and Chattels of the ſaid *J. W.* And at the time of the death of the ſaid *J. W.* the e happened to be due to your Orator the Sum of 10 ſhill. for a Mortuary, which hath time out of mind of man been accuſtomed to be paid to the Vicars of the ſaid Pariſh for the time being, by the Heirs, Executors, Adminiſtrators of all the Owners of the Meſſuages, the ſaid *J. W.* died ſeiſed poſſeſſed at the time of death of ſuch Owner. **And your Orator further ſheweth** unto your good Lordſhips, that beſides the former dues by them the ſaid *E. R.* and *R. M.* and the ſaid other perſons not yet diſcovered Confederates, ſeverally detained and withheld from your ſaid Orator in the ſeveral and reſpective years aboveſaid, which they refuſe to pay, or diſcover, or to make any recompence, or ſatisfaction for the ſame unto your Orator, although your Orator hath often in gentle manner requeſted them ſo to do; all which their denyals and refuſals to give your Orator Satisfaction for the ſaid Tithes are contrary to all Right, Equity, and good Conſcience, and of dangerous Example to the reſt of the Pariſhioners; for not payment of their ſaid Tithes unto your ſaid Orator, whereby your ſaid Orator is like to be deprived of his ſaid maintenance and livelihood, and utterly diſenabled to ſatisfie and pay the ſaid yearly Tenth due to his Majeſty. **In tender Conſideration whereof**, and for that Tithes are the Endowment, and Inheritance of the Church, which in all Ages have been

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ſtatutes and protected, being the Advancement of Learning, and rewards of good painful men in that profeſſion, the want whereof will introduce into the Church Idleneſs and Ignorance, to the diſhonour of God and the decay of Learning and Religion, which by the Confederates aforeſaid is endeavoured: for the prevention therefore of ſo great a Miſchief, and for that it is moſt agreeable to Common Equity, that thoſe that labour in the Miniſtry for the Spiritual good of Souls, ſhould live, and be maintained out of the temporal means and Eſtate of ſuch their Pariſhioners, and not to be put to labour with their hands, or forced to ſue for means to live, which would be ſcandalous to the Office of the Miniſtry and Derogatory to the Honour of the Church, and the Laws of this Nation made for the Proviſion of ſuch perſons. *And* for the prevention of the multiplicity of Suits which otherwiſe would neceſſarily be occaſioned, if your Orator ſhould bring ſeveral actions for every particular of the ſaid Tithes; *And* for that your Orator doth not known nor can ſet forth all the particular Tithes and Duties ſo to withholden from him in the ſaid precedent years: To the intent therefore, that the ſaid *E. R.* and *R. M.* and the ſaid unknown perſons Confederates when they ſhall be diſcovered, may upon their Corporal Oaths reſpectively ſet forth what number of Cows, and Calves, barren and dry Cattel, Sheep, Lambs, Sows, Piggs, Geeſe, and Poultry; And what quantity of Apples, Pears, and other Fruit; And alſo what quantity of Hops, Oſiers, Wooll, and other Tithable things, and duties within the ſaid Pariſh, they and every of them reſpectively have had in the ſaid years before mentioned, that your Orator may receive ſatisfaction for the ſame. *And* that the ſaid Confederates may likewiſe pay their future Tithes growing due within the ſaid Pariſh unto your Orator, for the Cattel, Fruit, Poultry, Profits, and other Titheable things which they ſhall have have and poſſeſs, whereby your Orator may be the better enabled to maintain himſelf and his family, and to ſatisfie and pay the ſaid yearly Rent, and Tenth, unto the Kings Majeſtie. And, that your Orator may be relieved in all and every the Premiſſes according to Equity, and Juſtice; May it therefore pleaſe your Lordſhips, the Premiſſes conſidered, to grant unto your Orator a Writ or Writs of *Subpœna*, under the Seal of this Honourable Court, to be directed to the ſaid *E. R.* and *R M* and the ſaid other unknown perſons as they ſhall be diſcovered; Commanding them, and every of them, at a certain day, under a certain pain thereinto to be limited, to be perſonally and to appear before your Lordſhips, in the Honourable Court of *Exchequer*-Chamber at *Weſtminſter* then and there to Anſwer, and ſet forth the truth, in and concerning all and every the Premiſſes, and ſhew cauſe, if they can, why they the ſaid *E. R.* and *R. M.* and the other Confederates reſpectively, ſhould not give unto your Orator recompence, and ſatisfaction for the ſaid ſeveral Tithes and Duties for the years formerly ſpecified. *And*, for the future as they ſhall riſe and grow due unto your Orator within the ſaid Pariſh. And further, to ſtand to, perform, and abide ſuch order, direction, and

decree for your Orators relief in the Premiſſes, as your to Lordſhips ſhall ſeem moſt agreable to Equity, and Right. *And*, your Orator ſhall dayly pray &c.

A Bill for Tythes in L.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordſhips, *M. M.* Widdow Farmer of the Parſonage of the Pariſh Church of St. *B.* in *L.* That *whereas* by Act of Parliament made in the 37th year of the Raign of the late King *H.* the 8th, it was enacted that ſuch End, Order, and Direction as ſhould be made decreed and concluded by *T.* then Arch Biſhop of *C.* and by divers Lords and others in the ſame Act named, or by any ſix of them, concerning the payment of Tithes, Oblations and other duties within the ſaid City of *L.* and Liberties of the ſame before the firſt day of *M* then next enſuing and enrolled in his Majeſties Honourable Court of *Chancery*, ſhould be and remain as an Act of Parliament. And ſhould bind as well all Citizens and Inhabitants of the ſaid City and liberties for the time being, as the ſaid Parſons, Vicars, and Curates and their ſucceſſors, according to the effect and intent of the ſaid Order and Decree, ſo to be made and inrolled. And that every perſon denying to pay any his or their Tithes, Oblations, or other Duties contrary to the ſaid Decree ſo to be made, ſhall by the Commandment of the Major of *L.* for the time being, and in his default, and negligence, by the Lord Chancellor of *England* for his time being, be committed to priſon there to remain, till ſuch time as he or they have agreed with the Curate, or Curates for his or their ſaid Tithes Oblations and other Duties as is aforeſaid. *And* whereas afterwards and before the firſt day of *M.* aforeſaid, there was an end and decree made and enrolled according to the form of the ſaid Statute, wherein and whereby it was Ordered, and Decreed, That the Citizens and Inhabitants of the ſaid City of *L.* and the Liberties of the ſame for the time being ſhould yearly without Fraud, or Covin, for ever pay their Tithes to the Parſons, Vicars, and Curates of the ſaid City of *L.* and their ſucceſſors for the time being, after the Rate following (that is to ſay) for every 10 ſhill. Rent by the year of all and every Houſe and Houſes, Shops, Ware-houſes, Cellars and Stables, and every of them within the ſaid City and Liberty of the ſame, 1 ſhill. 4 ob. and for every 20 ſhill. Rent by the year 2 ſhill. 9 pence and ſo above the Rent of 20 ſhill. for the year, aſcending from 10 ſhill. to 10 ſhill. according to the rate aforeſaid. And, That the ſaid Tithes ſhould be paid Quarterly at the Feaſt of *E.* the Nativity of St. *John B.* and at the Feaſt of St. *Michael* the Arch-Angel, and the Nativity of our Lord God, by

by even portions; and if any variance, controverſie, ſtriſe, did or ſhould from henceforth ariſe in the ſaid City for not payment of any Tithes, or if any variance, or doubt did or ſhould ariſe upon the true knowledge, or diviſion, of any Rent, or Tithes within the Liberties of the ſaid City, or any extent or Aſſeſſement thereof; or if any doubt did or ſhould ariſe upon any other thing within the ſaid Decree, that then upon complaint made by the party grieved, to the Maior of the ſaid City for the time being: the ſaid Maior, by the Advice of Councel, ſhould call the ſaid parties before him, and make a full end in the ſame, with coſts to be awarded, by the direction of the ſaid Maior and his Aſſiſtants, according to the intent and purport of the ſaid Decree; and if the ſaid Maior did make make no end thereof within two Moneths, after complaint to him made; or if any of the ſaid parties find themſelves grieved, That then the Lord Chancellor of *England*, for the time being, upon complaint to him made, within three Moneths next following, ſhould make end in the ſame, with ſuch coſts to be awarded, as ſhould be thought convenient, according to the ſaid Decree, as by the ſaid Act of Parliament and Decree, more at large appeareth. And whereas your ſaid Oratrix, now is, and by the ſpace of 18 years laſt paſt, hath been Farmer of the ſaid Parſonage, of the ſaid Pariſh of St. *B.* aforeſaid, in the City of *L.* and the Liberties of the ſame; which Parſonage, ſhe hath held by all the time aforeſaid, and yet doth hold the ſame for term of her natural life, by virtue of one Leaſe, bearing date the 23 day of *M. Anno Dom.* 1661. made unto her for the term of her natural life, and the lives of *J. B.* &c. and the life of the longeſt liver of them, by and under the yearly Rent of 14 l. by the then Dean and Chapter of *W.* to whom the ſaid Parſonage was heretofore lawfully appropriated. *And* your Oratrix is alſo to pay and allow, by virtue of the ſaid Leaſe and Covenant therein contained 16 l. by the year to a Miniſter, to officiate and preach within the ſaid Pariſh, which he is to have in Money; beſides all the benefit of Marriage, Burials, *Eaſter*-Books, and other Duties. *And* whereas *R. C.* of the ſaid Pariſh of St. *B.* aforeſaid, for many years laſt paſt, hath dwelt and inhabited, and yet doth dwell and inhabit in a fair ſpacious houſe within the ſaid Pariſh, by and under the yearly Rent of 12 l. reſerved and payable by all the time aforeſaid for the ſaid Houſe, after which Rate, the Tithes of the ſaid Houſe do amount and come to 33 ſhill. by the year: And whereas the ſaid Houſe had been formerly let at ſuch yearly Rent, as that the ſaid Tithes for the ſaid Houſe, after the rate of the ſaid Rent, according to the ſaid Act of Parliament, and Decree aforeſaid, was, and did amount and come to the ſum of 19 ſhill. by the year. And whereas the ſaid *R. C.* and other Farmers and Occupyers of the ſaid Houſe, have for many years paid, for the Tithes of the ſaid Houſe the ſaid yearly Sum of 19 ſhill. and no more: Thereupon and in regard your ſaid Oratrix, and other Farmers of the ſaid Paſonage, for many years together, have accepted the Sum of 19 ſhill. by the year, for Tithes of the ſaid Houſe, and your Oratrix was willing, and contented to accept the ſame. But the ſaid *R. C.* having combined and confederated himſelf,

with divers others of the Parishioners and Inhabitants of the said Parish, that he and they having agreed together, to maintain any Suit that shall be commenced by your Oratrix for the Tithes, at their common charges, the said *R.C.* by such Combination and Agreement, for these six years, and three quarters of a year last past, hath refused, and still doth refuse, to pay your Oratrix the said 33 shill. by the year, or the said 19 shill. by the year, or any Tithe at all for the said House: Notwithstanding your Oratrix hath offered, and been willing and still is willing to accept of the said 19 shill. and the Arrearages thereof, for the Tithes of the said house. *But* the said *R.C.* refused to pay the said Tithes, or any Tithes at all: And divers other Parishioners of the said Parish, by the means and solicitation of the said *R.C.* and by such Combination aforesaid, denying and refusing also to pay their Tithes to your said Oratrix; and the said *R. C.* by such means, and by concealing and denying what Rent he hath paid, or doth pay, for the said house, which he doth sometime affirm to be 12 pound by the year, sometimes more, and sometimes less, and sometimes none at all: The said *R C.* doth intend thereby to deprive your Oratrix of all the Tithes due for the said House, and your Oratrix is disabled to pay her said Yearly Rent of 14 pound and Annual maintainance, to the said Minister or Curate; and to pay and discharge such other Payments and Duties, as she is chargeable to pay, for and by reason of the said Parsonage, to the great wrong of your Oratrix, during her time, and to such as have, or shall have the same, after the term ended: Your Oratrix thereupon, the 9 day of this Moneth of *M* now last past, according to the direction of the said Order and Decree aforesaid, did make her Complaint in Writing, unto the Right Honourable *R.* then and yet Lord Maior of the City of *L.* shewing thereby her Case, and did thereby desire to be relieved against the said *R. C.* for the said Tithes, and for the Arrearages thereof, for the time it was so behind, and unpaid; which after nineteen shillings by the year, did amount in all to the sum of five pound eighteen shillings which she was willing, and yet is, to accept in satisfaction of all the Tithes then due and owing; although, according unto his true Rent, it did amount unto much more: And your said Oratrix did procure the said *R. C.* to be duly convented, and to appear before the said Lord Maior. *And* your Oratrix by her Council, did appear also: but the said Lord Maior did make no end, within the time of two Moneths to him limited for the ending thereof, according to the said Statute and Decree, whereby your Oratrix is left without any Relief for the said Tithes, or for her costs of Suit. *And* the said Parsonage and Inheritance thereof, thereby and by such Combination as aforesaid, is like to be, and to become of no value, unless your Oratrix shall be relieved by your Lordships. In consideration whereof, and to the end the said *R. C.* may set forth and declare what Rent he hath paid for the said time aforesaid, and what Rent he doth pay for the same; and that the yearly Rent of the said House may be known, and the Tithe which he ought to pay for the same; and that he may pay the same to your Oratrix, and the Arrearages thereof, and abide such Order concerning the same, as your Lordship shall award. *Therefore,*

and

and for that it is expreſly provided by the ſaid Decree, That if the ſaid Lord Maior, upon Complaint to him made, make not an end in the ſaid cauſe within two Moneths, or if any party find himſelf aggrieved, that then the Lord Chancellour of *England*, for the time being, Complaint to him made within 3 moneths next following, ſhould make an end in the ſame, with ſuch Coſts to be awarded, as ſhall be thought convenient, according to the intent of the ſaid Decree: Wherefore, and for that your ſaid Orator hath no other means to be relieved, concerning the Premiſſes, but by Complaint to your Lordſhips; *Therefore*, your Oratrix doth moſt moſt humbly Complain to your Lordſhip concerning the Premiſſes. *And* doth moſt humbly deſire your Honour to be pleaſed, to take hearing of the ſaid Cauſe, and to give your Oratrix ſuch relief and redreſs therein, as ſhall ſeem agreable to Juſtice; and to that end, that it would pleaſe your Lordſhip to grant to your ſaid Oratrix, a Writ of *Subpœna* to be directed to the ſaid *R. C.* Commanding him thereby to be, and appear, before your Honour in the High Court of *Chancery*, at ſome certain day, which by your Honour ſhall be thought fit; and then and there to anſwer the Premiſſes, and to ſtand to, and abide ſuch Order concerning the ſame, as to your Honours ſhall ſeem fit. *And* your Oratrix ſhall daily pray, *&c.*

Bonds with *Conditions.*

NOverint *univerſi per præſentes, me* A. B. *de* &c. *teneri & firmiter obligari* C. D. *de* &c. *in* —— *libris legalis monetæ* Angliæ, *ſolvend. eidem* C. *aut ſuo certo Attornat. Execut. Adminiſtrat. vel Aſſign. ſuis. Ad quam quidem ſolutionem bene & fideliter faciend. Obligo me, Hæred. Execut. & Adminiſtrat. meos firmiter per præſentes. Sigillo meo ſigillat. dat.* ——*die* —— *Anno Regni Dom. noſtri* Caroli *Secundi, Dei Gratia* Angliæ, Scotiæ, Franciæ, *&* Hiberniæ *Regis, Fidei Defenſoris,* &c. *decimo quinto, Annoq; Dom.* 1633.

NOverint *univerſi per præſentes,* A. B. *de* &c. *&* C. D. *de* &c. *teneri & firmiter obligari* E. F. *de* &c. *in* —— *libris legalis monetæ* Angliæ, *Solvend. eidem* E. *aut ſuo certo Attorn. Execut. & Adminiſtrat. vel Aſſignat. ſuis. Ad quam quidem ſolutionem bene & fideliter faciend. Obligamus nos & utrumq; noſtrum, per ſe, pro toto, & in ſolido Hæred. Execut. & Adminiſtrat. noſtros & utriuſq; noſtrum firmiter per præſentes. Sigillis noſtris ſigilat. Dat. ut ſupra.*

NOverint *univerſi per præſentes nos,* A. B. *de* &c. C. D. *de* &c. *&* E. F. *de* &c, *teneri & firmiter Obligari,* G. H. *de* &c. *in* —— *libris legalis monetæ* Angliæ, *Solvend. eidem* G. *aut ſuo certo Attorn. Execut. Adminiſtrat. vel Aſſignat. ſuis. Ad quam quidem ſolutionem bene & fideliter faciend. Obligamus nos & quemlibet noſtrum per ſe, pro toto, & in ſolid. Hæred. Execut. & Adminiſtrat. noſtros & cujuſlibet noſtrum firmiter per præſentes. Sigillis noſtris ſigillat. Dat.* &c.

NOverint *univerſi per præſentes me,* A. B. *de* &c. *teneri & firmiter Obligari* C. D. *de* &c. *&* E. F. *de* &c. *in* —— *libris legal monetæ Angliæ, Solvend. eiſdem* C. *&* E. *aut ſuis certis Attorn. Execut. Adminiſtrat. vel Aſſignat. Ad quam quidem ſolutionem bene & fideliter faciend. Obligo me, Hæred. Execut. & Adminiſtrat. meos firmiter per præſentes. Sigillo meo ſigillat. Dat.* &c.

A Condition *for the payment of Money at ſeveral dayes.*

THE Condition of this Obligation is ſuch, That if the above bound *D.T.* his Heirs, Executors, Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the above named *J. S.* his Executors, Adminiſtrators, or Aſſigns, at or in the now Manſion-houſe of the ſaid *J. S.* in *B.* aforeſaid, the Sum of 20 l. of &c. in manner and form following; *viz.* upon the Feaſt day of St. *M.* next enſuing the date hereof 50 s. and upon the Feaſt day of *N.* next enſuing, other 50 s. and upon the Feaſt day of *A.* next enſuing, other 50 s. and upon the Feaſt day of St. *J.* then next enſuing, other 50 s. And ſo from thenceforth upon every of the Feaſts aforeſaid then next and conſequently following, the like Sum of 50 s. until the aboveſaid ſum of 20 l. ſhall be fully paid; That then, &c.

A Condition upon a Counter-Bond.

THE Condition, &c. That if the above bound *T. M.* his Heirs, Executors, Adminiſtrators, or any of them, ſhall from time to time for ever hereafter, acquit, diſcharge, ſave, defend and keep harmleſs the above-named *F. G.* his Heirs, Executors, Adminiſtrators, and every of them, againſt *T. P.* of &c. his Executors, Adminiſtrators, of, for, and upon, touching and concerning one Writing Obligatory bearing date the day of the date of theſe preſents, wherein the ſaid *F. G.* together with the ſaid *T. M.* and for the proper and only debt of the ſaid *T. M.* ſtand joyntly and ſeverally bound unto the ſaid *T. P.* in the penalty of 100 l. with Condition under-written for the payment of 53 l. of &c. upon the 19th of *J.* which ſhall be in the year 1659. at or in the now Manſion-houſe of the ſaid *T. P.* in *R.* aforeſaid;] As by the ſaid Obligation and Condition thereof more at large appeareth,] And further, if the ſaid *T. M.* his Heirs, Executors, Adminiſtrators, or ſome of them, ſhall deliver or cauſe to be delivered out unto the ſaid *F. G.* his Heirs, Executors, and Adminiſtrators, the ſaid Obligation cancelled or to be cancelled, or elſe ſome other ſufficient Diſcharge in Law for the ſame, at or before the 19th of *O.* next enſuing after the aforeſaid 19 of *J.* That then, &c.

A Condition *to perform Covenants.*

THE Condition, &c. That if the above bounden *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do and ſhall well and truly obſerve, perform, fulfil, pay, accompliſh, and keep all and every the Covenants, Grants, Articles, Clauſes, Payments, Conditions and Agreements whatſoever mentioned and compriſed in one pair of Indentures bearing date with theſe preſents, and made or mentioned to be made between the above named *A.* of the one part, And the above bounden *A. B.* of the other part, which on the part and behalfe of the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, are or ought to be obſerved, performed, fulfilled, paid, accompliſhed, and kept according to the true intent and meaning of the ſaid Indentures: That then, &c.

Not

Not to Releaſe a Statute.

THE Condition, &c. That if the above bounden *C. A.* his Executors or Adminiſtrators, or any of them, without the ſpecial conſent and Agreement of the abovenamed *D. E.* his Executors or Adminiſtrators ſignified and declared under his or their hand or hands, do not nor ſhall not at any time or times hereafter relinquiſh, diſcharge, or any ways make fruſtrate and void, One Recognizance in the nature of a Statute-Merchant, knowledged by *R. B* of *H.* in the County of *L.* Eſq; unto the above named *C. A.* in the Sum of 1000 l. taken and knowledged at *P.* in the ſaid County of *L.* the 10th day, &c. before *R. W.* Gent. then Maior of the ſaid Town of *P.* and *A. W.* then Clerk of the ſaid Town, authorized to take knowledge of ſuch Recognizances or Statutes: That then, &c.

Not to Revoke a Grant of the Office of a Receivour made by the Obligor by Letter of Attorney.

Recital of the grant.

THE Condition, &c. That whereas the above bounden *R. B.* by his Deed bearing date with theſe preſents, Hath granted unto the above named *C. D.* the ſeveral Offices of Bayliwick and Receivorſhip of all the Rents, Iſſues, Profits, and Commodities iſſuing and coming out, of or from all and ſingular the Lands, Tenements, Rectories, Tithes, Liberties, and other Hereditaments, which the ſaid *R.* now hath and holdeth for the Term of diverſ years yet to come and unexpired, of the Demiſe, Leaſe or Grant of *P. S.*

Habend.

To have and to hold the ſame ſeveral Offices unto the ſaid *C. D.* or his lawful and ſufficient Deputy, from the day of the date of the ſaid Deed, for and during the reſt and reſidue of the ſaid Term of years granted by the ſaid

Condition.

Leaſe which are yet to come and unexpired, if the ſaid *R.* ſo long ſhould live, as by the ſaid Deed more at large appeareth. If therefore he the ſaid

Not to revoke.

R. B. do not or ſhall not at any time hereafter revoke or diſannul the ſaid Deed, nor the power and authority thereby given and granted to the ſaid *C. D.* But do and ſhall from time to time and at all times, during the Term aforeſaid, in manner and form aforeſaid, avow and juſtifie all and every lawful act and thing whatſoever which he the ſaid *C. D.* or any other perſon or perſons by his command, direction, or appointment, ſhall do or cauſe to be done in or about the rule, order and government of the ſaid Meſſuages, Lands, Tenements, Tithes, and other the Premiſſes, and of every part and parcel thereof; As alſo for, in, and about, the receipt, collecting, and gathering of the Rents, Revenues, and profits thereof, or of any part thereof.

To permit the Obligee to receive the rents to his own uſe.

And if alſo the ſaid *R. B.* do and ſhall from time to time & at all times hereafter during the Continuance of the ſaid Leaſe to him made as aforeſaid, permit & ſuffer the ſaid *C. D.* peaceably and quietly to collect, gather & receive all the Rents, Revenues, Iſſues and Profits of the Premiſſes, and of every part thereof, and the ſame to retain and keep in his own hands, and to his own proper uſe and behoof, without any accompt, recompence, or other ſatisfaction

ſaction to be given thereof, or therefore to be anſwered, made, or demanded for the ſame. And further, If neither the ſaid *R.B.* nor any other perſon or perſons by his commandment, means, or procurement, do or ſhall at any time or times hereafter intermeddle with or by any means have to do in or with the having rule, uſe, or occupation of the ſaid Meſſuages, Lands, Tenements, and Premiſſes, or any part or parcel thereof, or in or with the receipt having or taken of the Rents, Revenues, or other profits thereof (except the ſame be done by and with the conſent and agreement of the ſaid *C.D.* under his hand firſt had and obtained:) That then, &c. *The Obligor not to intermeddle.*

To Proſecute upon a Replevin.

THE Condition &c. That if the above bounden *A.B.* at the next County-Court to be holden at *S.* do without delay implead, ſue, and bring an Action or Plaint of *Replegiare* in the ſaid County-Court againſt *C.D.* for the taking and wrongfully detaining of one Horſe and 2 Kine of the Goods and Chattles of the above bounden *A.B.* as he affirmeth; And upon commencement of the ſaid Action and Plaint, do with all diligence not only proſecute and purſue the ſaid Action againſt the ſaid *C.D.* but alſo make lawful retorn of the ſaid Cattel, if retorn thereof be adjudged and awarded, So that the above named Sheriff ſuſtain no loſs or damage thereby: That then, &c.

Of a Bond *taken by the Sheriff upon a* Superſedeas *of an Outlawry.*

THE Condition of this Obligation is ſuch, That if the above bounden *A.B.* nor any other for him or in his name ſhall from henceforth owne any Goods, Chattel or Chattels of the ſaid *A.* of which he was poſſeſſed as his own proper Goods and Chattels on Monday next after the Feaſt of St. *F.* in the 10th year of the Raign of our Soveraign Lord the King, or at any time ſince, upon which day, the ſaid *A.* was Outlawed in *L.* at the Suit of *C.D.* in a Plea of Debt: But that he will anſwer to the ſaid King the ſaid Goods, Chattel and Chattels, or the price of them, until a Plea upon a Writ of errour pending before the Juſtices of the ſaid King of the Common Bench at *Weſtminſter*, yet undecided, be fully determined: That then this preſent Obligation, &c.

For the good Behaviour:

THE Condition, &c. That if the within bounden *A.B.* do at all times hereafter both in word and deed, uſe, bear, and behave himſelf well, honeſtly, and quietly towards all his Majeſties Liege people, and ſpecially towards *C.D.* ſo as by any act, ſpeech, or thing that by the ſaid *A.B.* ſhall be committed, done, reported, or ſpoken, the ſaid *C.D.* be not at any time hereafter

after either in his body or Goods, moleſted, vexed, or troubled, neither his good name or fame impeached, ſlandered, or taken away: That then, &c.

Not to ſue for Land or Goods.

THE Condition of this Obligation, &c. That if neither the above bounden *A.B.* his Heirs, Executors or Aſſigns, nor any of them, nor any other perſon or perſons claiming by, from, or under them or any of them, or by their or any of their means, procurement, or aſſent, do at any time hereafter after the death of *G.H.* of &c. Eſq; Father of the ſaid *E.* implead, ſue, diſturb, trouble, moleſt, or impeach *S. L.* daughter of *W.G.* deceaſed Wife of the ſaid *T.L.* and Mother of the ſaid *E* of or for any Eſtate, Right, Title, Intereſt, or demand of, in, or to any of the Meſſuages, Lands, Tenements, Hereditaments, Goods or Chattels of the ſaid *B.* by reaſon or colour of the Intermarriage between him the ſaid *T.L.* and the ſaid *S.L.* nor ſhall or do in any wiſe attempt to avoid or impeach the marriage between her the ſaid *S.* and the ſaid *T.L.* or the decree heretofore had and pronounced between the ſaid *T.L.* and *E.* daughter of *W.G.* deceaſed: That then, &c.

Not to claim a Childs Part.

THE Condition &c. That whereas the above-named *A.W.* Widow Mother of the within bounden *C. D. Hath* the day of the date within written, given, paid, and delivered unto the ſaid *C. D.* in full payment and ſatisfaction of his Childs Part and Portion of all and ſingular the Goods and Chattels of her the ſaid *A.W.* the Sum of 50 l. If therefore the ſaid *C.D.* do not at any time or times hereafter during his natuaral life, claim, challenge, require pretend to, or demand to have, any Childs Part or Portion, Right, Title, Intereſt or Property, of, in, or to any the Goods or Chattels of her the ſaid *A.W.* neither do or will intermeddle with any matter, action or thing whatſoever concerning the ſame: But do hold himſelf ſatisfied and contented with the ſaid Sum of 50 l. in full allowance, diſcharge, and ſatisfaction of all ſuch right of Childs part and portion of all Legacies, Gifts, and demands whatſoever, which ſhould, ſhall, may, or might be due or belonging to him the ſaid *C.D.* after the death of the ſaid *A.* or otherwiſe: That then &c.

For yielding up a Poſſeſſion.

THE Condition is ſuch, That if the within [or above] bounden *A.* his Executors, or Adminiſtrators before the Feaſt of St. *M.* next coming after the date hereof, *Do* peaceably and quietly Yeild, Surrender, and deliver up unto the within named *C.D.* his Executors, Adminiſtrators, or Aſſigns, the quiet poſſeſſion of the Meſſuage or Tenement, with the Appurtenances, wherein the ſaid *A.B.* now liveth, ſcituate, lying, and being in the County of *S*, without fraud or further delay: That then, &c.

That the Father ſhall not ſell his Land from his eldeſt Son.

THE Condition, &c. That if the above bounden *A. B.* do not at any time or times hereafter alien, ſell, give, grant, or otherwiſe incumber any of the Lands, Tenements, or Hereditaments, whereof the ſaid *A. B.* the day of the date hereof, or any other perſon or perſons to his uſe, ſtandeth or ſtand ſeiſed in poſſeſſion or Reverſion of any Eſtate of Inheritance within the County of *S.* and *H.* or either of them, or elſewhere within the Realm of *England*. But do ſuffer all and ſingular his Lands, Tenements and Hereditaments, and every of them lineally to diſcend and come unto *R. B.* Son and Heir apparent of the ſaid *A. B.* according to the courſe of the Common Laws of this Realm, without any manner of Alienation, or other Charges or Incumbrances whatſoever to be had, made, done, or ſuffered by the ſaid *A. B.* or any other perſon or perſons, by his means, privity, conſent, or procurement: That then, &c.

For the Truth of an hired Servant.

THE Condition &c. That *whereas* the within bounden *A. B.* is become the hired Servant of the within named *C. D.* and hath Covenanted to ſerve the ſaid *C. D.* as his hired Servant, from the day of the date within written, for a certain time between them agreed. *If therefore* the ſaid *A. B.* at all and every time and times hereafter, during all ſuch time as the ſaid *A. B.* ſhall continue and be the Servant of the ſaid *C. D.* or ought to ſerve the ſaid *C. D.* do well, faithfully, truly, and diligently ſerve the ſaid *C. D.* as well within the Realm of *England*, as elſewhere within his Majeſties Dominions, in all and every the lawful affaires and buſineſs of the ſaid *C. D.* whatſoever, So as the ſaid *C. D.* be not hurt, harmed or damnified by or through the untruth or negligence of the ſaid *A. B.* And alſo if the ſaid *A. B.* do well and truly make and deliver, or cauſe to be made and delivered to the ſaid *C. D.* his Executors or Adminiſtrators, a true, plain and perfect accompt, and reckoning, with true payment and delivery of all and ſingular ſuch Money, Goods, and Wares, as ſhall from time to time come to the hands and poſſeſſion of him the ſaid *A. B.* during the ſaid Term and time: That then, &c.

To deliver Poſſeſſion to a Woman.

THE Condition &c. That if the above bounden *R. L.* his Heirs, Executors or Aſſigns, or ſome or one of them, ſhall and do in and upon the Feaſt of *P.* which ſhall be in the year of our Lord God, &c. well, peaceably and quietly yield up and deliver unto the above-named *G. L.* the full, quiet, and peaceable poſſeſſion of one Capital Meſſuage or Tenement, with the Apurtenances commonly called or known by the name of *N.* ſcituate, lying and being in *L.* in the County of *W.* and of all other the Houſes, Edifices, Buildings, Lands, Tenements, and Hereditaments whatſoever to the ſame Capital Meſſuage belonging or any wiſe appertaining without fraud,

after either in his body or Goods, molested, vexed, or troubled, neither his good name or fame impeached, slandered, or taken away: That then, &c.

Not to sue for Land or Goods.

THE Condition of this Obligation, &c. That if neither the above bounden *A.B.* his Heirs, Executors or Assigns, nor any of them, nor any other person or persons claiming by, from, or under them or any of them, or by their or any of their means, procurement, or assent, do at any time hereafter after the death of *G.H.* of &c. Esq; Father of the said *E.* implead, sue, disturb, trouble, molest, or impeach *S. L.* daughter of *W.G.* deceased Wife of the said *T.L.* and Mother of the said *E* of or for any Estate, Right, Title, Interest, or demand of, in, or to any of the Messuages, Lands, Tenements, Hereditaments, Goods or Chattels of the said *B.* by reason or colour of the Intermarriage between him the said *T.L.* and the said *S.L.* nor shall or do in any wise attempt to avoid or impeach the marriage between her the said *S.* and the said *T.L.* or the decree heretofore had and pronounced between the said *T.L.* and E. daughter of *W.G.* deceased: That then, &c.

Not to claim a Childs Part.

THE Condition &c. That whereas the above-named *A.W.* Widdow Mother of the within bounden *C. D. Hath* the day of the date within written, given, paid, and delivered unto the said *C. D.* in full payment and satisfaction of his Childs Part and Portion of all and singular the Goods and Chattels of her the said *A.W.* the Sum of 50 l. If therefore the said *C.D.* do not at any time or times hereafter during his natuaral life, claim, challenge, require pretend to, or demand to have, any Childs Part or Portion, Right, Title, Interest or Property, of, in, or to any the Goods or Chattels of her the said *A.W.* neither do or will intermeddle with any matter, action or thing whatsoever concerning the same: But do hold himself satisfied and contented with the said Sum of 50 l. in full allowance, discharge, and satisfaction of all such right of Childs part and portion of all Legacies, dues, and demands whatsoever, which should, shall, may, or might be due or belonging to him the said *C.D.* after the death of the said *A.* or otherwise: That then &c.

For yielding up a Possession.

THE Condition is such, That if the within [or above] bounden *A.* his Executors, or Administrators before the Feast of St. *M.* next coming after the date hereof, *Do* peaceably and quietly Yeild, Surrender, and deliver up unto the within named *C.D.* his Executors, Administrators, or Assigns, the quiet possession of the Messuage or Tenement, with the Appurtenances, wherein the said *A.B.* now liveth, scituate, lying, and being in the County of *S*, without fraud or further delay: That then, &c.

That the Father ſhall not ſell his Land from his eldeſt Son.

THE Condition, &c. That if the above bounden *A. B.* do not at any time or times hereafter alien, ſell, give, grant, or otherwiſe incumber any of the Lands, Tenements, or Hereditaments, whereof the ſaid *A. B.* the day of the date hereof, or any other perſon or perſons to his uſe, ſtandeth or ſtand ſeiſed in poſſeſſion or Reverſion of any Eſtate of Inheritance within the County of *S.* and *H.* or either of them, or elſewhere within the Realm of *England*. But do ſuffer all and ſingular his Lands, Tenements and Hereditaments, and every of them lineally to diſcend and come unto *R. B.* Son and Heir apparent of the ſaid *A. B.* according to the courſe of the Common Laws of this Realm, without any manner of Alienation, or other Charges or Incumbrances whatſoever to be had, made, done, or ſuffered by the ſaid *A. B.* or any other perſon or perſons, by his means, privity, conſent, or procurement: That then, &c.

For the Truth of an hired Servant.

THE Condition &c. That *whereas* the within bounden *A. B.* is become the hired Servant of the within named *C. D.* and hath Covenanted to ſerve the ſaid *C. D.* as his hired Servant, from the day of the date within written, for a certain time between them agreed. *If therefore* the ſaid *A. B.* at all and every time and times hereafter, during all ſuch time as the ſaid *A. B* ſhall continue and be the Servant of the ſaid *C. D.* or ought to ſerve the ſaid *C. D.* Do well, faithfully, truly, and diligently ſerve the ſaid *C. D.* as well within the Realm of *England*, as elſewhere within his Majeſties Dominions, in all and every the lawful affaires and buſineſs of the ſaid *C. D.* whatſoever, So as the ſaid *C. D.* be not hurt, harmed or damnified by or through the untruth or negligence of the ſaid *A. B.* And alſo if the ſaid *A. B.* do well and truly make and deliver, or cauſe to be made and delivered to the ſaid *C. D.* his Executors or Adminiſtrators, a true, plain and perfect accompt, and reckoning, with true payment and delivery of all and ſingular ſuch Money, Goods, and Wares, as ſhall from time to time come to the hands and poſſeſſion of him the ſaid *A. B.* during the ſaid Term and time: That then, &c.

To deliver Poſſeſſion to a Woman.

THE Condition &c. That if the above bounden *R. L.* his Heirs, Executors or Aſſigns, or ſome or one of them, ſhall and do in and upon the Feaſt of *P.* which ſhall be in the year of our Lord God, &c. well, peaceably and quietly yield up and deliver unto the above-named *G. L.* the full, quiet, and peaceable poſſeſſion of one Capital Meſſuage or Tenement, with the Apertenances commonly called or known by the name of *N.* ſcituate, lying and being in *L.* in the County of *W.* and of all other the Houſes, Edifices, Boildings, Lands, Tenements, and Hereditaments whatſoever to the ſame Capital Meſſuage belonging or any wiſe appertaining without fraud,

fraud, Covin or delay; And do also permit and suffer the said *G.* and his Assigns, at all times from and after the said Feast of *P.* quietly and peaceably to have, hold, use, occupy, and enjoy the said Messuage, Lands, and Premisses, with out any let, trouble, vexation, or disturbance of him the said *R. L.* his Executors or Administrators, or of any other persons lawfully having or claiming to have any right, title, or interest of, in, and to, the said Premisses, or any part thereof, by, from, or under him, the said *L.* his Heirs, &c. That then, &c.

For delivery of Wheat.

THE Condition of this Obligation is such, That if the within bounden *A. B.* his Executors, &c. or any of them do deliver or cause to be delivered to the within named *C. D.* his Executors, &c. 20 Quarters of good sufficient sweet and Merchantable Wheat at the now dwelling house of the said *C. D.* scituate, &c. in manner and form following, *That is to say*, 5 Quarters thereof at or before the day of, &c. That then, &c.

For delivery of Mault.

THE Condition, &c. That if the within bounden *A. B.* his Executors, &c. do deliver &c. 14 Quarters of Straw-dryed well fired Mault, good, sweet and Merchantable, in manner and form following &c. That then &c.

For the deliver of Hopps.

THE Condition, &c. That if the above bounden *A. B.* &c. do deliver 2000 Weight of well coloured well picked and Merchantable Hopps, at or in &c. in or upon &c. That then, &c.

That if the Conusors of a Fine being within age shall reverse the Fine, then to repay the Marriage Money.

THE Condition, &c. That if *A. B.* of *W.* Gent. now Ward to the King Majestie his Committee or Committees, and *S. A.* one of the daughters of the said *W. A.* nor the said *A. B.* her surviving, shall not from and after the Intermarriage of the said *A. B.* and *S. A.* during the joynt Lives of the said *A.* and *S.* nor during the life of the said *A.* her surviving, willingly or wittingly attempt or do any overt-act or acts of Record, whereby or by means whereof, any Fine or Fines heretofore knowledged, or hereafter to be knowledged or levied by the said *A. B.* and *S.* of all or any the Lands, Tenements, or Hereditaments in any sort, in Possession, Reversion, or Remainder, appertaining to the said *S.* shall be hereafter reversed for or in respect of the minority of them the said *A.* and *S.* or either of them, without the consent of the said *W. A.* his Heirs or Assigns. And further more if it shall happen the said *A.* to decease during the minority of the said

and that afterwards the ſaid *S.* during her minority ſhall wittingly or willingly attempt to do any Overt-act of Record, whereby or by means whereof any the ſaid Fine or Fines ſo to be levied by the ſaid *A.* and *S.* ſhall be reverſed by any Suit or Action to be attempted and proſecuted without the conſent of the ſaid *W. A.* by the ſaid *S.* in regard only of the minority of the ſaid *S.* at the time of the levying of the ſaid Fine or Fines: Then if *M. B.* of *W.* Wid Mother of the ſaid *A. B.* her Executors or Aſſigns, ſhall and do well and truly without fraud or covin within the ſpace of ſix Moneths next enſuing after the Reverſal of the ſaid Fine or Fines, and notice or knowledge of the ſaid Reverſal had or given to the ſaid *M.* her Executors or Aſſigns, by the ſaid *W. A.* his Executors or Aſſigns, ſatisfie, content, and repay unto the ſaid *W.* A. his Executors or Aſſigns, all and every ſum and ſums of money as he the ſaid *W.* A. his Executors or Aſſigns ſhall have, before ſuch reverſal, ſatisfied or paid to the ſaid *M.* for or in reſpect of the ſaid Marriage; Or for or by reaſon of any Articles, Clauſe or Agreement had made or compriſed in certain Articles of Agreement which were had or made and concluded between the ſaid *W.* A. of the one part, and the ſaid *M. B.* of the other part, by the mediation, &c. bearing date, &c. That then, &c.

That one ſhall accompt for and pay the Proceed of Money lent to trade with.

THE Condition, &c. That whereas the within named A. B. hath before this time, *that is to ſay*, on the 20th day of *M.* laſt paſt, lent and delivered unto *C. D.* the Sum of 500 l. to enable him to trade in ſuch way as ſhall ſeem beſt unto him, and as may conduce moſt to his profit, benefit, and advantage. *Now* therefore if the ſaid *C. D.* his Executors or Adminiſtrators, ſhall at the end of every ſix Moneths well and truly without fraud or covin make true and juſt accompt unto the within named A. B. of all the profit and proceed which he the ſaid *C. D.* hath within the ſaid ſix Moneths (the firſt ſix Moneths beginning at the date within written) by the uſe and imployment of the ſaid 500 l. And if the ſaid *C. D.* do and ſhall alſo well and truly pay and cauſe to be paid unto the within named A. B. the moiety or one half of ſuch profit or proceed: That then this &c.

Not to Releaſe a Letter of Attorney.

THE Condition, &c. That if the within bounden A. B. his Executors and Adminiſtrators, and every of them, do at all times hereafter maintain, allow, avow, and juſtifie all and every Action, Suit, lawful act and acts, which the within named *C. D.* his Executors or Adminiſtrators ſhall commence againſt *E. F.* &c. of &c. by virtue of a Letter of Attorney made by the ſaid A. B. to the ſaid *C. D.* And further, if the ſaid A. B. have not releaſed or diſcharged, nor at any time hereafter ſhall and do diſcharge the ſaid *E. F.* his Heirs, Executors, nor Adminiſtrators of or for the payment of the money in the ſaid Letter of Attorney ſpecified or any part thereof, without the conſent of the ſaid *C. D.* That then, &c.

That

That a man shall leave to his Wife at his Death so much Goods.

THE Condition, &c. That if the within bounden *A. B.* do at, or before the day and time of his decease out of this transitory life, give, grant, convey, and assure unto *E.* now the Wife of the said *A.* and Sister to the within named *C. D.* such and so much ready Money, Plate, Moveables, Goods, and Chattels, or other substance, as shall amount to the value of 1000 *l.* *To the* only use and behoof of the said *E.* his Executors and Assigns, for ever, freely for her or them to be disposed of, That then &c.

Conditions; *Not to impeach an Extent.*

THE Condition of this Obligation is such, That whereas by virtue of an Extent upon a Statute of a 1000 *l.* heretofore acknowledged by *A. B.* Esq; unto one *C. D.* the Interest whereof is now assigned and granted to the within named *M. H.* he the said *M. H.* standeth possessed amongst other Lands and Tenements, of and in the Manor or Chantry, and dissolved Colledge of *S.* with the Appurtenances in the County of *N.* and of divers Lands, Tenements, and Hereditaments, to the said Manor or Chantry, and dissolved Colledge, belonging or appertaining. And whereas, the said *M. H.* by his Indenture of Lease, bearing date &c. for the consideration therein expressed, hath demised and granted to the within bounden *R. S.* and one *H. L.* the said Manor or Chantry, and dissolved Colledge of *S.* and the Premisses thereunto belonging, for the Term &c. from the Feast day of St. *M.* last past, if the said Extent should so long continue in force, at and under the yearly Rent of 1000 *l.* as in and by the said Indenture, to which Relation being had, further may appear. If therefore, at any time or times hereafter, during the term or time mentioned, limited or contained in, and by the same Indenture of Lease: Neither the said *R. S.* his Executors, &c. do nor, or shall not do, make, or cause to be done, or consented unto, or wittingly and willingly suffer to be done, any act or thing, whereby the Interest, Possession, or benefit, of or by the said Extent, Statute, or Execution thereupon, had or to be had, shall or may be overthrown, extinguished, defeated, determined, evicted, or impeached. That then, &c.

To deliver Writings, upon payment of a Sum of Money.

THE Condition of this Obligation is such, That *whereas* the above-named *H. B.* by his Indenture, dated with these presents, made between the said *H.* of the one part; and the above-bounden *W. K.* of the other part, *Hath* given and granted to the said *W. K.* one Messuage or Tenement, and Garden thereunto adjoyning, having been heretofore two Messuages, and two Gardens, with the Appurtenances, scituate and being in the Town

Town of *S.* aboveſaid, in a Street there called *D.* and one Orchard thereunto adjoyning: All which of late were in the Tenure or Occupation of *E. H.* together with all Tenements, Backſides, Houſes, Buildings, and other Hereditaments whatſoever, with their Appurtenances, unto the ſame Meſſuage, Garden, and Orchard, and every of them belonging, uſed, or occupyed: And alſo, all Charters, Deeds, and Evidences, concerning the ſame. **To have and to hold** to the ſaid *W. K.* and his Heirs, to the uſe of the ſaid *W.* his Heirs and Aſſigns, for ever; with a certain **Proviſo or Condition** therein contained: That if the ſaid *H. B.* his Heirs, Executors, or Adminiſtrators, ſhall and do well and truly content and pay, or cauſe to be contented and paid unto the ſaid *W. K.* his Executors or Adminiſtrators, at or in the *South* door, or Porch of St. *J.* in the ſaid Town of *S.* upon the 25 day of *M.* which ſhall be in the year of our Lord God, 1658. the Sum of 100 l. of &c. at one entire payment; That then the ſaid Eſtate of the ſaid *W. K.* ſhould be utterly void and fruſtrate, as by the ſaid Indenture more at large, amongſt other things appeareth. If now the ſaid *W. K.* his Heirs, Executors, or Adminiſtrators, preſently after ſuch payment of the ſaid Sum of 100 l. to be made by the ſaid *H. B.* his Heirs, Executors, or Adminiſtrators, unto the ſaid *W. K.* his Executors or Adminiſtrators, in manner and form aforeſaid, ſhall and will, upon reaſonable requeſt to be made by the ſaid *H.* his Heirs, Executors, or Adminiſtrators, deliver, or cauſe to be delivered unto the ſaid *H. B.* his Heirs, Executors, or Aſſigns, one Deed indented of Fee-Farm of the Premiſſes before-mentioned, to be given and granted, bearing date the the 10th day of *S.* in the 2 year of the Reign of our late Sovereign Lord King *C.* made by one *A. C.* of *C.* in the County of *S.* Eſq unto *H. B.* late of the ſaid Town of *S.* Gent. deceaſed, Father of the ſaid *H.* by the name of *H. B.* whole uncancelled, undefaced, or otherwiſe hurt by the ſaid *W. K.* his Heirs, Executors, or Adminiſtrators; or by any other, his, or their means, conſent, or procurement. And alſo, as well that part of the former Indenture, or Deed of Mortgage of the Premiſſes, bearing date with theſe Preſents, made by the ſaid *H. B.* to the ſaid *W. K.* and remaining with the ſaid *W. K.* as alſo one Bond of 200 l. bearing date alſo with theſe Preſents, made by the ſaid *H. B.* to the ſaid *W. K.* for the payment of the Sum of 100 l. And for the performance of the Covenants, Grants, Articles, Clauſes, and agreements, contained in the ſaid former Indenture, or Deed of Mortgage, which on the part and behalf of the ſaid *H.* his Heirs, Executors, and Adminiſtrators, are to be obſerved and kept, as by the ſeveral Deeds indented, and Bond, more at large appeareth. **That then** this Obligation to be void, &c.

To deliver Poſſeſſion of a Houſe, demiſed upon Conditions.

THE Condition, &c. of this Obligation is ſuch, That whereas the above-named *H. B.* by his Deed indented, bearing date with theſe preſents, *Hath* demiſed and granted unto the above bounden *W. R.* one Meſſuage or Tenement, and one Garden, and one Orchard thereunto adjoyning, in a Street there called *D.* All which of late were in the Tenure or Occu-

pation of of *E. H.* together wi h all Tenements, Back ſides, Houſes, Buildings, and other Hereditaments whatſoever, with the Appurtenances unto the ſame Meſſuage, Garden, and Orchard, or any of them belong ng, or there with uſed or occupyed, *To have and to hold* to the ſaid *W. R.* his Executors, and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, next enſuing the date hereof, for and during the Term of 21 years, from thence next enſuing, and fully to be compleat and ended; with a certain Proviſo or Condition, in the ſame Deed contained; That if the ſaid *H. B.* his Heirs or Executors, at the end of 6 years next enſuing the date of the ſaid Deed indented, or at the end of 12 years next after the date thereof, or at the end of 18 years next enſuing the date thereof, ſhall and do, *bona fide*, without fraud or covin, mean to come to inhabit in the ſaid Meſſuage, and other the Premiſſes, in the ſaid Deed indented, mentioned to be demiſed: And thereof give notice and warning to the ſaid *W. R.* his Executors or Aſſigns, at the ſaid Meſſuage, by the ſpace of 6 moneths next before his or their ſo coming; and do afterwards come to dwell and inhabit in the ſaid Meſſuage or Tenement: *That then* the ſaid Leaſe, Demiſe, and Term, ſhould utterly ceaſe, determine, and be void, to all intents and purpoſes; as by the ſaid Deed indented appeareth. *If now* the ſaid *W. R.* his Executors or Aſſigns, at the end, ceaſing, forfeiture, or determining of the ſaid Leaſe and Demiſe, by force of the ſaid Proviſo or Condition; or otherwiſe at the end or exp ration of the ſaid Term of 21 years, upon the reaſonable requeſt of the ſaid *H. B* his Heirs, Executors, or Aſſigns, ſhall peaceably and quietly yield and deliver up, or cauſe to be yielded and delivered up, unto the ſaid *H. B.* his Heirs, Executors, or Aſſigns, the Poſſeſſion of the ſaid Meſſuage, Garden, and Orchard, with the Appurtenances; unleſs, in the mean time, the ſame be lawfully evicted, diveſted, or recovered, from the ſaid *W. R.* his Executors or Aſſigns, without Fraud or Covin. That then, &c.

That the Obligor ſhall juſtifie ſuch Actions, as the Obligee ſhall commence.

THE Condition, &c. is ſuch, That if the above bounden *A. B.* do and ſhall from time to time, and at all times hereafter, maintain, avow, and juſtifie all and every lawful Act and Acts, Suits, Petitions, and Complaints, which ſhall be hereafter commenced, and proſecuted, by the above-named *C. D.* his Heirs, Executors or Aſſigns, in the name of the ſaid *A. B.* and his Heirs, of, for, or concerning certain Cloſes of Land, lying and being, &c. now or late in the Tenure or Occupation of &c. And alſo, if the ſaid *A. B.* within one half year after the recovery, or obtaining thereof, upon payment of 100l. unto him, by the ſaid *C. D.* do make a good lawful Conveyance of all his Eſtate, Right, and Intereſt thereof, and therein, to the ſaid *C. D.* his Heirs and Aſſigns for ever, to the only uſe and behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever. That then, &c.

To ſave Lands from Incumbrances.

THE Condition &c. That whereas the within bounden *A. B.* by his Deed bearing date, &c. for the Conſideration in the ſaid Deed ſpecified, Hath granted, ſold, bargained, enfeoffed, and confirmed unto the within named *C. D.* his Heirs, and Aſſigns for ever all that his peece, or parcel of Land, Scituate, lying, and being in, &c. as in the ſame Deed more at large appeareth. *If now*, the ſaid parcel of Land, with the Appurtenances, by the ſaid Deed granted, bargained, and ſold, the day of the date hereof is, and at all times hereafter ſhall be, clear and clearly acquitted, and diſcharged, or ſufficiently ſaved harmleſs of, and from all, and every former Bargains, Sales, Gifts, Grants, Statutes Merchant, and of the Staple, Recognizances, Annuities, Fees, Joyntures, Dowers, Fines, Wills, Uſes, Intails, Fines for Alienations, Intruſions, Arrearages of Rents, and of, and from all and every other Charges, Titles, Troubles, and Incumbrances whatſoever, had made, committed, or done by the ſaid *A. B.* And alſo, If the ſaid *A. B.* and his Aſſigns, and all, and every other perſon, or perſons, lawfully having, or claiming any Right, Eſtate, Title, Intereſt, or demand, in, and to the Premiſſes, or any part thereof, by, or from the ſaid *A. B.* or his Aſſigns, at all times hereafter, and from time to time, upon the reaſonable Requeſt, and at the coſts and charges of the ſaid *C. D.* his Heirs or Aſſigns, do make, knowledge, and ſuffer to be made, done, and knowledged, all, and every ſuch lawful and reaſonable Act and Acts, Demiſe, and Demiſes, thing, and things of Aſſurance in the Law whatſoever, with Warranty againſt the ſaid *A. B.* and his Heirs, as ſhall be reaſonably demiſed, or adviſed, for the further, better, and more perfect aſſurance, ſure making, and conveying of the ſaid piece of Land, and all other the Premiſſes, by the ſaid Deed granted unto the ſaid *C. D.* his Heirs, and Aſſigns, to his and their own uſe, be it by Deed, or Deeds, &c. That then, &c.

That a Bayliff of a Hundred ſhall duly execute his Office.

THE Condition, &c. That if the within bounden *R. C.* who is retained with the within named Sheriff, in the Office of one of the Bayliffs of the ſaid Sheriff within the Hundred of *E.* in the County of *M* within written. If he in the ſaid Office, ſhall well behave himſelf, from the 28 of *S.* within written, until the 28 of *S* which ſhall be in the year of our Lord 1664. and ſhall faithfully by all that time, ſerve the ſaid Sheriff, and *T. T.* Deputy, Sheriff, and either of them in the ſaid Office, and them the ſaid Sheriff, and Deputy Sheriff, and either of them their Executors, and Adminiſtrators, and every of them, from all and ſingular Arreſts Summons, Executions, and the keeping of every Priſoner; and the Cuſtody of all Priſoners whatſoever, to him, or any of his Servants, by the time aforeſaid ſerving him, by the ſaid Sheriff, or Deputy Sheriff delivered, and of and from all other charges, things, and proceſs, by him the ſaid *R. C.* or any of his Servants, which by the time aforeſaid ſerving ſhall ſerve him, by rea-

ſon or colour of his Office or otherwiſe within the time aforeſaid done, to be done or executed againſt the Kings Majeſty, his Heirs and Succeſſors, and alſo againſt every other perſon, or perſons whatſoever, ſhall keep indempnified. And if the ſaid *R. C.* or any for him, the Green Wax, or any other ſum of Mony, in charge with the foreſaid Sheriff, or any other Sheriff of the ſaid County, within the time aforeſaid contained and ſpecified within 6 weeks, after the coming of the ſaid Warrant or Precept to the ſaid Sheriff, or Under-Sheriff, to the hands of the ſaid *R. C.* or his Servant, containing in it the ſaid Green Wax, and any other ſum of Mony, either within the Hundred of *E.* or within the liberty of the City of *L.* ſhall without fraud or guile, not only gather, levy, and receive. But alſo the ſaid Green Wax, and every other ſum of Mony, in charge aforeſaid, by him received, within the ſaid 6 weeks, without any demand made to the ſaid *R. C* to the ſaid Sheriff, or Deputy Sheriff, or one of them, without all fraud or guile, ſhall pay. And if the ſaid *R. C* or any other for him, or in his name, by reaſon, or colour of the ſaid Office, ſhall not within the time aforeſaid, do, or ſuffer to be done, any Act, or Acts, Thing and Things, whereby the ſaid Sheriff, or Deputy Sheriff, or either of them, their, or either of their Executors, or Adminiſtrators, or any of them, by any wayes or means in their Bodies, Lands, Goods, or Chattels, may be hurt, or damnified. And alſo, if as well the ſaid *R C.* as any of his Servants, by the time aforeſaid, ſerving him the Warrants of the ſaid Sheriff, and Deputy Sheriff, or either of them, ſhall well, faithfully, and honeſtly, by all the time aforeſaid, attend and obey, and according to their power; fulfil and perform; That then, &c.

For enjoying of Land for a Term.

THE Condition, &c. Whereas the above bounden *A. B.* for, and in conſideration of the Sum of 20 l. of &c. to him the ſaid *A. B.* by the above named *C. D.* well and truly contented, and paid, the receipt whereof the ſaid *A. B.* hereby acknowledgeth, and thereof doth abſolutely diſcharge the ſaid *C. D.* his Executors, and Adminiſtrators, by theſe Preſents, *Hath* demiſed, granted, aſſigned, and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, all that Cloſe, Incloſure, or parcel of Land, being part of the Farm, or Tenement of him the ſaid *A. B.* lying and being in *D.* aforeſaid, commonly called or known by the name of *H.* or by what other name the ſame is called or known, containing by eſtimation, 6 Acres, or thereabouts, whether more or leſs. And alſo, one Bay of Building, parcel of a Barn of the ſaid *A. B.* in *D.* aforeſaid with an out-let thereunto adjoyning with free, and full liberty, to threſh Corn in, and upon the boarded bay, or threſhing-floor, which is next adjoyning to the ſaid Bay, and out-let of the ſaid Barn, and now or late, in the tenure, and poſſeſſion of the ſaid *A. B.* or his Aſſigns; together, with all Wayes, Waters, Gates, Stiles, Hedges, Fences, Ditches, Under-woods, to fence the hereby demiſed Premiſſes withall, and to and for all Tenantly uſes, profits, commodities, and advantages whatſoever. To have and to hold, the ſaid Cloſe, or parcel of Land, Bay, out-let and threſhing floor, or Bay of the ſaid Barn and all other the fore-demiſed Premiſſes

Premiſſes, with the Appurtenances unto him the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of *S. M.* next, and immediately enſuing the date hereof, for, and during the term of 3 years, then next following, fully to be compleat and ended, under the yearly Rent of one Pepper-Corn, if it be lawfully demanded, for all Rent and Services whatſoever, and fully and freely diſcharged, or ſufficiently kept harmleſs from all other and former Bargains, Titles, Troubles, and Incumbrances whatſoever. If therefore, the above bounden A.B. his Executors and Adminiſtrators, and every of them, do and ſhall from henceforth, during the ſaid Term of 3 years, permit and ſuffer the ſaid *C. D.* peaceably and quietly, to have, hold, uſe, occupy, and enjoy the ſaid Cloſe, or parcel of Land, Bay, out-let, and threſhing floor, and all other the Premiſſes, with the Appurtenances, without the let, hindrance, interruption, or diſturbance of him the ſaid A.B. his Executors, Adminiſtrators, or Aſſigns, or any other perſon or perſons whatſoever. That then, &c.

A Condition upon a ſale of Land paſſed by Feoffment.

The Condition &c. That whereas the above bound *M.* and Keepers, &c. by their Deed of Feoffment, bearing date the day and year above written, have enfeoffed, bargained, ſold, and delivered to the above-named *A.C.* and his Heirs for ever, one Garden, with the Appurtenances now in the occupation, &c. and one Houſe or Kitchin, with a Yard adjoyning, with their Appurtenances, now in the proper Tenure and Occupation of the ſaid *A.C.* Scituate in *G.* in the Pariſh, &c. containing ſuch lengths, and breadths, and lying within ſuch bounds and limits, as by their Deed of Feoffment aforeſaid, ſealed with their common Seal thereof, made to the ſaid *A.* plainly, and at large, may and will appear. If the ſaid *M.* &c. now be, and until, &c. be made to the ſaid *A.C.* and of his Heirs, of the Premiſſes, by the Feoffment aforeſaid ſhall be, and ſtand lawfully ſeiſed of the Premiſſes mentioned to be conveyed by the ſaid Feoffment, of a good, lawful, and abſolute Eſtate to them, and their Succeſſors, in Fee-ſimple, without any manner of Condition or limitation, and have good and lawful right of ſuch an Eſtate, to bargain, ſell, and aſſure the ſame to the ſaid *A.C.* his Heirs, and Aſſigns for ever. And *alſo*, if the ſaid *A.* his Heirs and Aſſigns, from henceforth ſhall, or lawfully and quietly may have, hold, occupy, and enjoy, the ſaid Garden-houſe, or Kitchin and Yard, thereunto adjoyning, with their Appurtenances and every part of the ſame, and the reverſion and reverſions thereof, for, and to the only uſe of the ſaid *A.* his Heirs and Aſſigns for ever, without any let, trouble, eviction, or Impediment of the ſaid *M.* &c. or their Succeſſors, and without any lawful let, trouble, or eviction, of, or by any other perſon or perſons, by their means, Title, or procurement, other than by the means or Title of that Leaſe made to *R. P.* which is ſpecified and mentioned in the Feoffment aforeſaid. And, if alſo the ſaid Premiſſes, and alſo the ſaid *A.C.* his Heirs and Aſſigns, and every of them from henceforth ſhall be, and ſtand clearly, and abſolutely acquitted, exonerated, diſcharged, or otherwiſe ſaved harmleſs, of, and from all and ſingular Bargains, Sales, Feoffments,

Grants, Leaſes, Annuities, Amerciaments, Forfeitures, Eſtates, Titles, Charges, and Incumbrances whatſoever, heretofore had, made, or done, or hereafter to be had, made, or done by the ſaid *M.* &c. or their Succeſſors, or by the late Keeper, and Commonalty of Freemen-men of the Craft or Miſtery of *B.* of the City of *L.* other than only the ſaid Leaſe made to the ſaid *R. P.* as aforeſaid. And further, If the ſaid *M.* &c. and their Succeſſors, and upon the reaſonable requeſt and coſts and charges in the Law, only of the ſaid *A.* his Heirs, Executors, or Aſſigns, from time to time, at all reaſonable and convenient times during 5 whole years now next enſuing, do and ſhall make all and ſingular ſuch other and further reaſonable conveyances, and aſſurances of and for the Premiſſes, to be had, conveyed, and made ſure from them, and their Succeſſors, to the ſaid *A.* his Heirs and Aſſigns, for the only uſe of the ſame *A.* his Heirs and Aſſigns, as by the ſaid *A.* his Heirs or Aſſigns, or his or their Learned Councel ſhall be lawfully, and reſonably deviſed, or adviſed, with warranty only againſt the ſaid *M* &c. and their Succeſſors, or otherwiſe without warranty: That then &c.

Another like Condition.

THE Condition, *&c.* That whereas the above bounden *S. M.* heretofore by his Poll-Deed bearing date &c. hath bargained, and ſold, given, and granted to the above named *R. F.* and to his Heirs, for the only uſe of the ſaid *R.* and of his Heirs and Aſſigns for ever, all thoſe two Meſſuages, or Tenements with their Appurtenances in the ſame Deed mentioned, now or late in the ſeveral Tenures of &c. ſcituate &c. within the metes, and bounds there expreſſed, As by the ſaid Deed, whereunto reference being made, more plainly will appear; If the ſaid *R. F.* his Heirs and Aſſigns, from henceforth for ever, &c. ſhall or lawfully may, have, hold and enjoy the ſaid two Meſſuages, or Tenements, and all other Hereditaments, with their Appurtenances, granted to the ſaid *R.* and his Heirs, by the Deed aforeſaid, and have, take, receive, and enjoy the Rents, Iſſues, and Profits thereof, to the only uſe of the ſaid *R.* his Heirs and Aſſigns, from time to time, and at all times, without any lett, impediment, eviction, charge, or Incumbrance thereof, or of any part thereof by reaſon of any former Eſtate, Act or Thing, Right or Title whatſoever, done, had, or grown, before the ſaid Eſtate of the ſaid &c. Except the old accuſtomed Rents, and ſervices hereafter to grow due to be paid and done to the chief Lords of the Fee thereof. And alſo, one Leaſe which the ſaid *S.* by Indenture, dated &c. hath made of one of the ſaid Meſſuages, &c. for the Term of 21 years to *C. B.* and for the yearly Rent of 10 l. therefore yearly to be paid during the ſame Leaſe. And alſo, except moreover one other Leaſe which the ſaid *S.* by Indenture dated &c hath made of the other of the ſaid Meſſuages with the Appurtenances to *W. N.* for the term of 21 years and for the yearly Rent, &c. therefore yearly to be paid during the ſame Leaſe. That then, &c.

A Condition that (in case of Divorce or ſeparation) the Man and Wives Friends, ſhall not intermeddle one with another.

THE Condition of this Obligation is ſuch, That whereas, there is, or, with as much expedition as may be, there ſhall be by ſentence Definitive, a Divorce, or Seperation paſſed, and had between the within named *R. P.* and *J.* now his Wife, by both their aſſents, If therefore the ſaid *J.* doth from time to time and at all times, hereafter quietly permit and ſuffer the ſaid *R. P.* to live, continue, remain, and be Frank, and free, from and againſt the ſaid *J.* at and according to his own will, liberty, diſcretion, and pleaſure, and that in ſuch place and places, and with and in the company of ſuch perſon and perſons, as he the ſaid *R. P.* ſhall think moſt meet, and convenient, without Cohabitation, Intermedling, Moleſtation, or Contradiction of the ſaid *J.* or any other by her aſſent or procurement. And if alſo, the ſaid *J.* or any other perſon or perſons by her aſſent, means, or procurement do not at any time hereafter neither in word, nor deed, nor by any other way, or means whatſoever either directly, or indirectly, diſquiet, moleſt, vex, defame, hurt, or trouble the ſaid *R. P.* nor challenge nor make any Title, Claim, Intermedling, or Demand to or for the ſaid *R.* or to, or for any ſuch Goods, Implements, Houſhold-ſtuff, or any other thing whatſoever, that he the ſaid *P.* or any other for him, or to his uſe at any time hereafter ſhall have or be in poſſeſſion of: (†) neither aſk, demand, or Recover of or againſt the ſaid *R. P.* his Executors, Adminiſtrators any manner of allowance or other thing whatſoever for or towards the Diet, Meat, Drink, Apparel, Suſtayning, or Lodging, of the ſaid *J.* That then, &c.

Memorandum, *That the laſt clauſe from the mark* (†) *is to be left out in the Mans Obligations made to the Womans Friends.*

That a Woman divorced ſhall not make Claim to her Husbands Lands, or Goods.

THE Condition, &c. whereas, Variance and Debate hath heretofore been depending, and riſen between the above named *A. B.* and the above bounden *C. D.* and of late in the ſuit before the Reverend Father in God *W.* Lord Biſhop of *D.* for and concerning a ſuppoſed Marriage between them had. And whereas, alſo the ſame Variance by ſentence given in due form of the Eccleſiaſtical Laws of this Realm, by and before the ſaid Biſhop is now decided, And the ſaid *A. B.* and *C. D.* Divorced in ſuch orderly manner. And whereas alſo, the ſaid *A. B.* in conſideration of ſuch Divorcement, and end of the ſaid debate, Hath as well entred into Bonds, to the above bounden *R. P.* for the uſe of the ſaid *C. D.* for the payment of &c. for her preferment

and maintenance payable at the dayes to come; And alſo the ſaid *C.D.* hath Sealed and delivered unto the ſaid *A.B.* a general Acquittance, and Releaſe of all Debts, Duties, Claims, Rights, Joyntures, Dowers, and Demands which ſhe hath, may, might, or ought to have, Claim, or Demand, of by, from, or to, the ſaid *A.B.* or by the death of the ſaid *A.B.* as by the ſaid Releaſe more plainly appeareth. If therefore the ſaid *C.D.* by her ſelf, or by any other perſon or perſons for her, or by her Conſent, Act, Deed, or Procurement, do not moleſt, vex, ſue, implead, or cauſe to be vexed, ſued, impleaded, troubled, or otherwiſe diſquieted, or put to Charges the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, at any time or times hereafter for any maintenance of living, Joynture, Dower, Meat, Drink, Cloathing, nor for any Lands, Tenements, Hereditaments, Goods or Chattels of the ſaid *A. B.* nor for any part or parcel thereof, nor whereof the ſaid *A.B.* at any time hereafter ſhall be ſeiſed or poſſeſſed, or any other perſon or perſons to the uſe of the ſaid *A.B.* nor any part or parcel thereof, nor for any other Cauſe Treſpaſs, Contract, Demand or Matter whatſoever from the beginning of the world until the day of the date hereof. And alſo, if the ſaid *C.D.* at any time or times hereafter, do not challenge, Claim, or Demand, nor cauſe to be Challenged, Claimed, or demanded, of the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, any Debt Accompt, Duty, Maintenance, Joynture, Dower, Contract of Marriage, or Solempnization thereof, or any other thing or things, or other demands, whatſoever as Wife, or to be Wife of the ſaid *A. B.* nor as to him to have been eſpouſed, contracted, or ſolemnized. And alſo, If the ſaid *C. D.* from time to time, and at all times hereafter, upon the reaſonable requeſt, Coſts and Charges in the Law of the ſaid *A.B.* his Heirs, or Aſſigns, ſhall acknowledge, ſeal, deliver, and execute unto the ſaid *A.B.* his Heirs and Aſſigns, all and every ſuch, and the ſame further lawful and reaſonable Act and Acts, Aſſurance and Aſſurances, Writing, Sentences, and Decrees, Deeds, and Devices, whatſoever, as well Spiritual as Temporal, for the full ſeperation, and diſſolution of all Contracts of Marriages. And of the clear diſcharge of the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, of, for and from all other Claimes, Titles, Debts, Duties and Demands whatſoever, by her, or by any other perſon or perſons by her appointment, act, deed, or procurement, at any time hereafter to be asked Challenged, Claimed, Entitled, or Demanded of the ſaid *A.B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, as wife to the ſaid *A.B.* or to him contracted, or for any other good cauſe, or Matter whatſoever from the beginning of the world until the day of the date of theſe preſents. And from all Dowers, and Title of a Dower and Joynture, by reaſon of the death of the ſaid *A.B.* ſhall be reaſonably deviſed, adviſed or required by the ſaid *A.B.* his Heirs, Executors or Aſſigns, or by his or their Councel Learned in the Law. That then, &c.

To

To make an Eſtate in Lands.

THe Condition, That if the within-bounded *A. B.* his Heirs, or Aſſigns, or any of them ſhall before the feaſt of &c. make, aſſure and convey, unto the within-named *C. D.* his Heirs and Aſſigns, or to ſuch perſon or perſons, and their Heirs, as he the ſaid *C. D.* his Heirs or Aſſigns, ſhall nominate and appoint, To have and to hold, to him the ſaid *C. D.* his Heirs and Aſſigns, or to the ſaid perſon or perſons, by him or them to be nominated, as aforeſaid for ever, a good ſure ſufficient and indefeaſable Eſtate, in the Law, in pure and abſolute-Feeſimple without any Limitation or Condition, of and in all that his Meſſuage, Lands, Tenements, Fields, Cloſures, Paſtures, Yards, Orchards, Gardens, Mores, Moſſes, Commons, Turbaries, Woods, Waters, Wayes, and Hereditaments whatſoever, parcel of the Inheritance of the ſaid *A. B.* in *L.* in the County of *L.* and at this preſent, and heretofore enjoyed and occupied by the ſaid *C. D.* or his Aſſignee or Aſſignees, as Tenant to the ſaid *A. B.* by Deed, Fine, Feoffment, Recovery, Releaſe with Warranty, or by any other good Conveyance and Aſſurance in the Law whatſoever, at the coſts and charges in the Law, of the ſaid *C. D.* or his Heirs, as by the Learned Councel of the ſaid *C. D.* his Heirs, or Aſſigns, ſhall be reaſonably deviſed, or adviſed; the ſame Meſſuages, Lands, Tenements, and all other the Premiſſes with their Appurtenances, to be then, and at all times thereafter, clearly Diſcharged of and from all former Bargains, Sales, Titles, Charges, Incumbrances, lawful Claims, and Demands, whatſoever: That then, &c.

That Lands ſhall remain to the Obligors Eldeſt Son.

THE Condition &c. That all the Lands, Tenements, and Hereditaments whereof the within bounden *A. B.* is or at any time heretofore hath been ſeiſed, of any Eſtate of Inheritance in poſſeſſion, uſe, or remainder, be already lawfully Entayled, or Aſſured to the uſe of the ſaid *C.* and the Heirs-Males, of his body lawfully begotten with Remainder, or Remainders over. And, alſo, if the ſaid *A. B.* hath not, nor at any time hereafter ſhall do, ſuffer, commit, or knowledge, or cauſe to be done, committed, ſuffered, or knowledged any Act or Acts, Thing or Things, Eſtate or Eſtates, Conveyance or Conveyances whatſoever, of in or concerning the ſame Premiſſes, or any part or parcel thereof, whereby the ſaid Eſtate of Entayle ſhall or may be in any wiſe altered, changed, or charged to any perſon or perſons, inheritable to the ſame, barred, or evicted, of or from the ſame, or any part or parcel thereof, other than ſuch Act or Acts, as Tenant in Tayle is enabled to do by the Statute made in the 32d. year of *H.* 8. late King of *England*, for the inabling of Tenant in Tayle to make leaſes. And other than making of a Joynture to his Wife only, or the Moyety of the Premiſſes for term of her life, and no longer: That then, &c.

That

That 2 *ſhall make a Leaſe to* 2 *or* 3 *Tenants.*

THE Condition, &c. That if the within bounden *A. B.* and *C. D.* or either of them, their or either of their Heirs, do or ſhall upon reaſonable requeſt, therefore to be made (after the Feaſt of &c.) by the within named *E. F. G. H.* or either of them, their or either of their Heirs, Executors, Adminiſtrators, or Aſſigns to the ſaid *A. B. C. D.* or either of them, their or either of their Heirs, make a good ſufficient Leaſe and Demiſe in writing of thoſe 3 Meſſuages, or Tenements with the Appurtenances, ſcituate and and being in &c. now in the ſeveral tenures or occupation of *R. B.* Gent. *J. W.* and *A D.* or of their Aſſigns, or under-Tenants, unto the ſaid *E. F.* and *G. H.* their Executors, Adminiſtrators, and Aſſigns for the term of 21 years to commence and begin from the ſaid Feaſt day &c. and for the yearly Rent of 10 l. and under ſuch Covenants, and Conditions, as are uſed in like Caſes; The ſame Premiſſes, to be then clear of all Incumbrances whatſoever: That then, &c.

To make a General Releaſe.

THE Condition, &c. That if the within bounden *A. B. C. D.* and E. his Wife, *F. G.* and *H. J.* of *L.* in the County of *S.* Clerk, and every of them, and the Heirs of every of them, from time to time, and at all times hereafter, before the Feaſt of *P.* next enſuing the date within writen, upon reaſonable requeſt, and demand, unto them, or any of them, made by the within named *R. S.* and *T. W.* their Heirs or Aſſigns, do make, ſeal, and deliver as their Deed, one ſuch lawful Acquittance or Releaſe of all, and all manner of Actions, Suits, Quarrels, Judgements, Executions, and Demands, whatſoever they be, which they or any of them, their Heirs or Aſſigns, or the Heirs or Aſſigns, of any of them, had, have, might, or may have to ſue, claim, or demand againſt the ſaid *R. S.* and *T. W.* their Heirs or Aſſigns, for or by reaſon of any matter, or cauſe whatſoever, as by the ſaid *R. S.* and *T. W.* or their Heirs at the coſt and charges in the Law, of them the ſaid *R. S.* and *T. W.* or their Heirs ſhall be reaſonably deviſed: That then, &c.

That a Man ſhall not alien his Houſe, but to the Obligee, he paying ſuch a Sum of Money.

THE Condition, &c. That whereas, the within-bounden *A. B.* and M. his Wife, in the right of her the ſaid *M.* are and at this preſent do ſtand, ſeiſed, and poſſeſſed of, and in one Meſſuage or Tenement, with all and ſingular the Appurtenances, and certain Lands, and Hereditaments to the ſame belonging, ſet, lying, and being in *M.* in the County of *L.* now or late in the Tenure or occupation of *C. D.* Widdow, Mother of the ſaid *M.* and of one *J. G.* their or either of their Heirs, Aſſigns, or under-Tenants. If

therefore

therefore the ſaid *A. B.* nor *M* his Wife, nor either of them, do at any time hereafter, alien, bargain, ſell, give, grant, aſſure, convey, or any otherwiſe put away the ſaid Meſſuage, or Tenement, with the Appurtenances, nor any of the Lands or Hereditaments, to the ſame belonging, nor any part or parcel thereof, nor any part of their, or of either of their Right, Title or Intereſt in or to the ſame, or any part thereof, neither cauſe, procure, or ſuffer the ſame, or any part or parcel thereof, to be had, or put in Execution to any perſon or perſons whatſoever, than only to the within named *G. H.* upon a clear abſolute Sale, and Purchaſe to him his Heirs and Aſſigns for ever, to be made by the ſaid *A.* and *M.* of and in the foreſaid Meſſuage, or Tenement, with the Appurtenances the ſame being then cleer free and diſcharged of all Charges, Titles, Troubles, and Incumbrances whatſoever; he the ſaid *G. H.* or his Heirs, paying unto the ſaid *A. B.* and *M.* his Wife the Sum of &c. That then &c.

To procure a Surety to Seal a Bond.

THE Condition, &c. That if the above bounden A. A. his Executors, or Adminiſtrators, or any of them, do before the 10th day of *M.* next coming after the date hereof, procure, or cauſe one *C. D.* of E. in the County of *S.* Yeoman, to ſeal, ſubſcribe, and as his Act and Deed, ſufficient in Law, to deliver to the within named *L. M.* one Writing Obligatory already made, bearing date the day within written, whereunto the ſaid A. B. hath already ſubſcribed and hath ſealed and delivered. And, wherein alſo the ſaid A. B. and *C. D.* are named to ſtand joyntly, and ſeverally holden and bound to the ſaid *L. M.* in the ſum of 100 l. of lawful Money of *England*, with Condition thereupon endorſed for the ſure payment of 50 l. of like currant Money of *England*, payable as in and by the Condition of the ſaid Obligation is limited and expreſſed. That then &c.

To redeem a Pawn by a day or loſe it.

THE Condition, &c. *Whereas* the within named *A.* hath received of the within bounded *C D.* 2 peeces of Purple-coloured Velvet &c. ſafely to be kept with the ſaid A. B. for aſſurance of the debt within written: *If therefore*, the ſaid A. B. his Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Heirs, Executors, or Aſſigns, the ſum of 50 l. for the redeeming of the ſaid Velvet &c. in or upon the Feaſt day of &c. next enſuing the date within written, or for default of ſuch payment of the ſaid ſum of 50 l. at the time aforeſaid limited for the payment thereof, if the ſaid *C. D.* his Executors and Adminiſtrators, do and ſhall ſuffer the ſaid A. B. his Executors and Adminiſtrators, peaceably to enjoy to his and their own uſes the ſame Velvet &c. for the ſaid debt: That then, &c.

For

For payment of Money to Orphans.

THE Condition, &c. That if the within bounden A. B. his Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall and do well and truly pay, or cauſe to be paid unto *C.D.* one of the Sons of *E.D.* late Cit. and G. of *L.* deceaſed, the ſum of 200 l. at ſuch time, and when as he the ſaid *C. D.* ſhall accompliſh, and be of the full age of 21 years, or be married, which ſhall firſt happen. And alſo, unto *G.D.* one other of the Sons of the ſaid *E.D.* the like ſum of 200 l. at ſuch time, and when as he the ſaid *G.D.* ſhall accompliſh and come to the full age of 21 years, or be married, which ſhall firſt happen. And if it fortune any of the ſaid Children to dye, or deceaſe, before he, ſhe, or they ſhall accompliſh the ſaid ſeveral Ages before mentioned, and in the mean time be not married. Then if the ſaid A.B. his Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall and do well and truly pay, or cauſe to be paid the ſaid part or portion, of him, her, or them, ſo deceaſing, equally to, and amongſt the others ſurviving, at the ſeveral Ages aforeſaid, or dayes of Marriage, which ſhall firſt happen as aforeſaid: That then, &c.

To deliver Evidences and perform Covenants, upon payment of a Sum of Money to the Obligor.

THE Condition, &c. That if the above bounden *A.B.* his Heirs, &c. upon payment unto him or them, or any of them, the ſum of &c. by the above named *C.D.* or his Heirs male, ſhall and do then after, upon the reaſonable requeſt of the ſaid *C.D.* or his Heirs, make, deliver, or cauſe to be delivered to the ſaid *C.D.* his Heirs, Executors, or Aſſigns; all and every the Deeds, Eſcripts, and Writings, which are ſpecified and expreſſed in a Schedule, annexed to an Indenture of Bargain and Sale of a Meſſuage and Lands in *M.* in the County of *L.* bearing date with theſe Preſents; had and made by, and from the ſaid A.B. unto the ſaid *C.D.* And further alſo, if the ſaid A.B. do then alſo deliver or cauſe to be delivered, unto the ſaid *C.D.* or his Aſſigns, one Deed of Feoffment, now alſo made and delivered by the ſame *A. B.* unto the ſaid *C.D.* of the Demiſes. And alſo well and truly perform all other Covenants, &c. in the ſame Indenture ſpecified, which on the part of the ſaid A.B. are to be performed, &c. That then, &c.

To ſtand to an Award.

THE Condition, &c. That if the within bounden *A.B.* his Executors and Adminiſtrators, and every of them, do for his and their part and behalf, well and truly ſtand to, and obey, perform, fulfil, and keep the Award, Arbitrament, Order, Decree, and Judgement, of *C.D.* and *E. F.* Gent. Arbitrators indifferently elected, named and choſen, as well on the part and behalf of the within bounden *A.B.* as on the part and behalf of the within named *G. H.* to arbitrate, award, order, judge, and determin

of

of, for, upon, and concering all, and all manner of Matters, Suits, Quarrels, Accompts, Reckonings, Claims, and Demands whatſoever, now depending, in variance betwixt the ſaid Parties; by reaſon, or about, or concerning any matter, cauſe, or thing whatſoever, had made, moved, or ſtirred between them, from the beginning of the World, until the day of the date within written. *So as* the ſame Award, Arbitrament, Order, Decree, Determination, and Judgement, of the ſaid 2 Arbitrators, of and upon the Premiſſes, be made and given up by them, the ſaid Arbitrators, in Writing, under their Hands and Seals, to each of the ſaid Parties, at or on this ſide the day of, &c. next coming, after the date within written. That then, &c.

For default of payment of Money at a day, to enter upon, and hold a Field for certain years.

The Condition, &c. That whereas the above bounden *A. B.* the day of the date above written, is indebted unto, and doth owe unto the above-named *C. D.* the ſum of &c. to be paid to the ſaid *C. D.* his Executors, &c. upon the Feaſt of &c. If therefore it ſo be, That the ſaid *A. B.* his Executors and Adminiſtrators, and every of them, do make default of the payment of the ſaid ſum of &c contrary to the manner above declared; Then if the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may peaceably and quietly, have, hold, uſe, occupy, and enjoy, all that Cloſe, Field, or parcel of Land, commonly called or known by the name of &c. lying and being in *L.* in the County of *N.* above-written, for and during the term of 7 years, from the ſaid Feaſt of &c. to be accompted, with the Appurtenances to the ſame belonging, without any Rent or Demand, to be anſwered or paid for the ſame, during the ſaid Term: That then, &c.

For payment of Rent, avoiding and not committing of waſte.

The Condition, &c. That whereas the above named *A. B.* hath before the enſealing hereof, demiſed, ſet, and to Farm let, unto the above bounden *C. D.* one houſe ſcituate in *E.* in the County of *N.* containing (by eſtimation) 8 Bays of Building; and a certain piece or parcel of Paſture-ground, near adjoyning to the ſaid Houſe, containing (by eſtimation) 3 Acres, be it more or leſs, from the day of the date hereof, for the ſpace, and for and during the full end and term of 3 years from thence next enſuing, for and under the yearly Rent of 5 l. of &c. to be paid at the Feaſts of &c. by even and equal Portions, or within 20 dayes next and immediately enſuing, after either of the ſaid Feaſts. If therefore the ſaid *C. D.* his Heirs, Executors, or Adminiſtrators, or any of them, do well and truly pay, or cauſe to be paid, to the ſaid *A. B.* his Heirs or Aſſigns, the ſaid yearly Rent of 5 l. in manner and form, as is above ſpecified and limited: As alſo, at the end of the ſaid term of 7 years, peaceably and quietly depart, and avoid, with his Wife, Children, Family, and Houſhold, and every of them, from and out of the Occupition, Uſe, and Poſſeſſion of the ſaid Houſe and Ground before demiſed; and leave the ſaid Houſe Tenantable, and in ſuch, and as

good

good Reparations, he now findeth the ſame: And, in the mean while, do not commit waſte, or ſtrip in the hedges or ground now let, to and with the ſaid Houſe. That then, &c.

To make an Eſtate in Fee-ſimple by a day.

THE Condition of this Obligation is ſuch, That if the above bounden *A. B.* his Heirs or Aſſigns, do on this ſide, or before the Feaſt of &c. next enſuing the date of theſe preſents, make a good, ſure, perfect, and indefeaſible Eſtate in the Law, unto the above-named *C. D.* his Heirs and Aſſigns, in Fee-ſimple, abſolutely without condition or limitation, to the onely uſe and behoof of the ſaid *C. D.* his Heirs and Aſſigns, for ever; of one Meſſuage or Tenement, called or known by the name of *G.* containing by eſtimation, 20 Acres, be it more or leſs, lying and being in the Pariſh of *R.* in the ſaid County of *L.* now or late in the Tenure or Occupation of *J. T.* his Aſſigns, or Under-Tenements. And alſo, if the ſaid Meſſuage or Tenement, and other the Premiſſes, and every part and parcel thereof, ſhall be at the making of ſuch Eſtate or Aſſurance, unto the ſaid *C. D.* his Heirs and Aſſigns, diſcharged, and ſo from time to time continue diſcharged, of and from all manner of Titles, Troubles, Charges, and Incumbrances whatſoever; had, made, done, or ſuffered to be done by him the ſaid *A. B.* his Heirs or Aſſigns, or by any other perſon or perſons whatſoever, lawfully claiming any Right, Eſtate, Title, or Intereſt, in or to the Premiſſes, or any part or parcel thereof: The Rents and Services from thence to be due to the Chief Lord or Lords of the Fee or Fees: And alſo one Annual Rent of 5 l. granted to one *R. S.* for term of his natural life, onely excepted and fore-priſed: That then &c.

Not to claim a Dower.

THE Condition, &c. is ſuch, That if the within bounden *A. B.* late Wife and Relict of *R. B.* late of *C.* in the County of *N.* deceaſed, do not at any time, during her natural life; nor any other perſon or perſons, in or by her aſſent, conſent, means, or procurement, and under her Right, Title, or Intereſt, attempt and ſeek by any Suit in Law or Equity or by any other way or means, to get and recover for her, or for her uſe, any Dower, or Title of Dower, or poſſeſſion of, or in any Meſſuages, Lands, Tenements, or Hereditaments, whereof or wherein the ſaid *R. B.* had at any time, during his life, or at the time of his death, any Eſtate of Inheritance or Free hold, or during the Coverture between the ſaid *R. B.* and *A. B.* And if the above-named *W. D.* his Heirs and Aſſigns, and every of them; and all the ſaid Lands, Tenements, and Hereditaments, wherein the ſaid *R. B.* is, or may be Dowable, by the Laws and Cuſtom of *England*, ſhall or may from time to time and at all times hereafter, during the natural life of the ſaid *A. B.* be ſaved and kept harmleſs by the ſaid *A. B.* upon reaſonable requeſt to her made by the ſaid *W. D.* in that behalf, of and from the Right and Title of Dower of the ſaid *A. B.* in the Premiſſes, or any part or parcel thereof, &c. That then, &c.

A Condition *to ſtand to an Award.*

THe Condition of this Obligation is ſuch, That if the above bounden Heirs, Executors, and Adminiſtrators, for their parts and behalfs ſhall and do in all things well and truly ſtand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final end and determination of Arbritrators indifferently elected and named as well on the part and behalf of the above bound as of the above named to Arbritrate, Award, Order, Judge, and Determine of and concerning all and all manner of Action and Actions, cauſe and cauſes of Action, Suits, Bills, Bonds, Specialties, Judgements, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages, and Demands whatſoever, At any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed, or depending by or between the ſaid Parties or of them: So as the ſaid Award be made

A Counter-Bond.

THe Condition of this Obligation is ſuch, That whereas the above named at the ſpecial inſtance and requeſt of the above bounden together with him the ſaid and is held and firmly bound unto in and by one Obligation bearing even date with theſe preſents, in the full ſum of pounds of lawful Money of *England*, Conditioned for the true payment of of like lawful Money unto the ſaid Executors, Adminiſtrators, or Aſſigns, on the day of next enſuing the date of the ſame recited Obligation; As by the ſame Obligation (relation being thereunto had) doth and may more fully and at large appear. *If therefore* the ſaid Heirs, Executors, or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid Executors, Admin ſtrators, or Aſſigns, the ſaid Sum of of lawful Money of *England* on the ſaid day of next enſuing the date of the ſame recited Obligation, in diſcharge of the ſame Obligation; *Then* this preſent Obligation to be void and of none effect; Or elſe to be and remain in full force and vertue.

Sealed and delivered in the preſence of

A Condition *to pay Money at ſeveral times.*

THE *Condition* of this Obligation is ſuch, That if the above bounden Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the above named Heir, Executors, Adminiſtrators, or Aſſigns, the full and whole Sum of, &c. of good and lawful money of *England*, in manner and form following (That is to ſay) the ſum of, &c. part thereof on the day of, &c.

Then this Obligation to be void. But if Default be made in payment of any of the ſaid ſeveral and reſpective Sums of Money above mentioned, or any part of any of them, on any the ſaid ſeveral and reſpective dayes or times of payment above limited, contrary to the true intent and meaning of theſe preſents; *Then* this Obligation to be and remain in full force and vertue.

Sealed and delivered
in the preſence of

A Condition, *wherein* 3. *or more are bound.*

THE *Condition* of this Obligation is ſuch, That if the above bounden or any of them, their or any of their Heirs, Executors, or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the above named Executors, Adminiſtrators, or Aſſigns, the full Sum of of good and lawful Money of *England*, on the day of which ſhall be in the Year of our Lord, One thouſand ſix hundred
Then this Obligation to be void and of none effect; Or elſe to be and remain in full force and vertue.

Sealed and delivered

A Condition *where Two are bound to Two.*

The Condition of this Obligation is ſuch, That if the above bounden or either of them, their or either of their Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the above named or either of them, their or either of their Executors, Adminiſtrators, or Aſſigns, the full Sum of good and lawful Money of *England*, on the day of

Then this Obligation to be void; Or elſe to remain in full force.

Sigillat. & deliberat.

A Condition *to perform Covenants.*

The Condition of this Obligation is ſuch, That if the above bounden Executors, and Adminiſtrators, ſhall and do well and truly obſerve, perform, fulfil, accompliſh, pay and keep, all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Payments, Conditions, and Agreements whatſoever, which on the part and behalf of the ſaid Executors, and Adminiſtrators, are or ought to be obſerved, performed, fulfilled, accompliſhed, paid, and kept, compriſed or mentioned in bearing even date with theſe preſents made or expreſſed to be made between the ſaid of the one part, and the ſaid of the other part in all things according to the true intent and meaning of the ſame

Then this preſent Obligation to be void and of none effect; Or elſe to be and remain in full force and vertue.

Certificates, *or* Teſtimonials.

An Indenture teſtifying the payment of a Sum of Money according to a Condition contained in a Deed of Feoffment for the making void of the ſame Feoffment.

Recital of the Deed Feoffment.

THis Indenture Witneſſeth, That whereas heretofore I *W. B.* then of *H.* in the County of &c. Gent. by my Deed Indented bearing date the 12th day of *S.* in the 13th year of K. *C.* 2. d.d Enfeoffe my Brother *J. B. J. B.* and *R. G.* Husbandmen and one *N. L.* Gent. deceaſed, of and in all that my Moyety of the Mannor of *H.* with the Appurtenances in the County of *H.* with all thoſe my Lands, Tenements, Rents, Reverſions and Services, being parcel of the ſaid Mannor of H. or thereunto belonging, And all other my Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments in *H.* aforeſaid, to ſuch Uſe and Uſes as in the ſaid Feoffment are ſpecified, with this *Proviſo*, notwithſtanding, That if I the ſaid *W. B.* or mine Heirs at any time hereafter ſhould pay or tender to pay to the ſaid *J. B. N. C. J. B.* and *R. G.* or to any of them, or to the Heirs of the Survivor of them, 10s. of &c. then declaring or to them ſignifying mine intent then to be, to have of any that my Moiety of the Mannor aforeſaid, and all and ſingular the Premiſſes in mine Old Eſtate; That then immediately and from thenceforth my ſaid former Writing, Deed and Feoffment, ſhould be void and of no force, any thing in the ſame to the contrary notwithſtanding; As by the ſame former Deed indented more plainly may appear. Now be it known, That I the ſaid *W. B.* minding to make the ſaid former Deed indented, and Feoffment aforeſaid clearly void, have for that purpoſe according to the tenor of the ſaid *Proviſo* paid to the ſaid *J. B.* the day of the date of theſe preſents 10 s. of &c then declaring and ſignifying, And by theſe preſents now declare and ſignifie to my ſaid Feoffees now living and to every of them, that mine Intent then at the payment of the ſaid 10 s. was and now is to have again that my Moyety of the Mannor aforeſaid, and all and ſingular the Premiſſes in mine old Eſtate, (that is to ſay) in ſuch Eſtate as I had thereof before I made the ſaid former Deed; And that now from henceforth the ſaid former Writing, Deed, and Feoffment, ſhall be void. *And* I the ſaid *J. B.* do acknowledge, that I had and received the ſaid 10 s. at the hands of the ſaid *W. B.* as aforeſaid, and heard him declare his intention to be by the payment thereof as is aforeſaid. And alſo, We the ſaid *J. B. J. B.* and *R. G.*

R.G. do take notice thereof, and acknowledge our conſent thereunto by theſe preſents: To both parts whereof, as well I the ſaid *W.* B. as the ſaid *J.B. J.B.* and *R. G.* have ſet our Seals. *Given*, &c.

A Teſtimonial of the payment of a Sum of Money according to a Proviſo of Revocation.

TO all to whom this preſent Writing ſhall come, and eſpecially to *R. S.* of *R. E.S. H.S.* and *A. B.* in the County of *R.* Eſquires; and *J. Q.* of *B.* Gent. As alſo to *T.S.* Son and Heir apparent of *H.* late deceaſed; and to all and every other perſon and perſons, *Wee T. S.* of *S.* in the County of *L.* Yeoman, and *R L.* of *S.* aforeſaid, Yeoman, ſend greeting: Know yee That we the ſaid *T. S.* and *R. S.* party to theſe Preſents, have Publiſhed, Teſtified, and Witneſſed: And by theſe Preſents do Publiſh, Teſtifie and Witneſs by this our Writing under our hands and Seals, *That wee* and either of us were preſent within the Pariſh-Church of *O.* in and upon the Feaſt day of St. *John Baptiſt* in the 19th year of the Reign of our Soveraign Lord *C.* the Kings Majeſty that now is, when *E.S.* of *S.* Eſq; did tender and pay unto *H.S.* of *A.* Eſq; the full ſum of 11 s. of good and lawful money of *England*, at or upon the Font-Stone ſtanding within the ſaid Pariſh Church of *O.* within the ſaid County of *L.* of intent and purpoſe to reduce and reveſt the Inheritance of certain Lands and Tenements unto him and his Heirs, according to one *Proviſo*, contained and ſpecified in one pair of Indentures bearing date in or upon the 26th day of *A.* in the 13th year of the Reign of the ſaid King. In Witneſs of which payment and receipt by the ſaid *H.S.* then and there accordingly, we have hereunto ſubſcribed, and ſet our hands and Seals the 29th. day of *J.* in the 20th year of the Reign, &c.

Certificates or Teſtimonials concerning a Marriage.

TO all Chriſtian People *J. P.* Clerk, Curate of the Pariſh Church of St. *D.* ſendeth greeting: Know yee, That I the ſaid *J. P.* by vertue of Authority made and granted in this behalf by the Right Reverend Father in God, *J.* by the Divine Providence Arch-Biſhop of *C.* Primate and Metropolitan of *England*, Did Marry according to the Laws of Holy Church this preſent laſt day of *D. Anno Dom.* 1662. and in the 13th. year of the Reign of our Soveraign Lord King *C.* 2. *T.C.* of the City of *C.* Gent. and *E.M.* Daughter of *G. M.* of *L.* in the County of *C.* Gent. deceaſed, in the Pariſh Church of St. *L.* in *L.* In Witneſs whereof, &c.

A Teſtimonial from Juſtices of the Peace, for Poor men who have had Loſs by Fire.

TO all true Chriſtian People, to whom this preſent Writing or Teſtimonial ſhall come to be ſeen, heard, or read, Sir *A. B.* Sir *C. D.* Knights, and *E. F.* Eſq; three of the Juſtices of the Peace within the County of *C.* ſend greeting. *Whereas* it is both godly, and conſonant to Chriſtian Charity, in matters doubtful and ambiguous to certifie and report the truth, We have thought it our duty, at the earneſt and lamentable Suit and earneſt Petition of our Loving Neighbours the Bearers or bringers hereof, *G. H. J. K.* &c. to publiſh and declare unto your common knowledge, How that the 10th of *F.* laſt paſt between 2 and 3 of the clock in the morning, by caſualty and great miſchance by Fire, as well their ſeveral Dwelling-Houſes, to the number of, &c. and all other Edifices and Buildings to every of their ſaid dwelling-houſes blonging; And alſo all their Corn, and moſt of their ſeveral Goods and Houſhould-ſtuff, were conſumed, waſted, and burnt, to the great danger of the Bodies of them and their Families, and their exceeding great loſs and impoveriſhment. And forasmuch as it is a Godly and Charitable Deed, to further, help and relieve ſuch poor, needy, and miſerable perſons, (being of honeſt name, fame, and converſation) as they who have ſuffered this great loſs: And for that the Bearers hereof in the behalf of themſelves and their Neighbours, are enforced by reaſon of their loſſes to ſeek for help and ſuccour for their reliefs: And we knowing their Eſtate to be ſuch as is premiſſed, and moved with Commiſeration of their ſad Eſtate and Condition, Have therefore as much as in us lyeth, given Licence unto them, and every of them, to make their repair from Pariſh-Church, to Pariſh-Church, and to every Pariſh-Church and Chappel, Town and place, within this County of *C.* to ask, receive, and take the Charitable Devotion and Benevolence of all good and well-diſpoſed people, towards the Recovery of their ſaid great Loſſes. And our Requeſt further is, That you and every of you, to whom they ſhall repair, do extend your lawful Favour unto them, permitting them without your denial, to execute the tenor of this our Licence, Deſiring all Eccleſiaſtical Perſons to whom theſe diſtreſſed perſons ſhall make their addreſs in this behalf, to declare the Tenor hereof to their Pariſhioners in every of their Pariſh-Churches and Chappels on the *Sabbath* dayes or other Feſtival dayes, exhorting them to extend their Charity in this behalf; and thoſe whom it concerns, to aid and aſſiſt them in the Collection thereof. In Witneſs, &c.

Confirmation

CONFIRMATION.

A Confirmation of a Leaſe which was in the nature of a Mortgage with a Releaſe of the Conditions, In conſideration of a further ſum paid by the Adminiſtratrix of the Mortgagee.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *R. M.* of &c. ſendeth greeting, &c. Whereas the ſaid *R. M.* by his Indenture under his hand and ſeal bearing date, &c. for the Conſideration of, &c. to him paid by *P. S.* now deceaſed, Hath demiſed, granted, bargained, and ſold unto the ſaid *P. S.* all thoſe parcels of Land hereafter mentioned, (*That is to ſay*) &c. To have and to hold, &c. for the Term, &c. under the Rent, &c. as by the ſaid Indenture to which relation being had, &c. Upon Agreement and Condition of Redemption by payment of the ſaid Sum of 40 l. with the ordinary Uſe or Intereſt for the ſame at a day long ſince paſt: which Moneys or any part thereof, were not paid according to the Agreement and Condition aforeſaid at the time prefixed, or at any time ſince. After the making of which ſaid Indenture, the ſaid *P. S.* dyed inteſtate; After whoſe death, Adminiſtration of all the Goods and Chattels of the ſaid *P.* at the time of his death was committed to *S. S.* the late wife of the ſaid *P.* And whereas ſince the death of the ſaid *P.* (*viz.*) the day of &c. the ſaid *R. M.* received and had of the ſaid *S. S.* 60 l. of &c. over and above the ſaid 40 l. firſt paid by the ſaid *P.* as aforeſaid upon Agreement and Condition, That the ſaid Lands being forfeited upon the ſaid Condition broken as aforeſaid, ſhould be for ſecurity of the ſaid laſt 60 l. and alſo of the ſaid firſt 40 l. together with ſuch Intereſt and Damages as to the ſaid *S. S.* ſhould grow due, or that ſhe ſhould be occaſioned or put unto any way touching the ſaid Lands, or any part thereof. And whereas at the preſent the ſaid *R. M.* is and ſtandeth indebted unto the ſaid *S. S.* the ſaid Sum of &c. principal debt, and other Moneys to her due Uſe for Intereſt of the ſaid Sum of &c. and alſo in divers other Moneys for Charges of Suits expended by her touching the ſaid Lands, in all amounting to the Sum of &c. beſides the ſaid principal debt of, &c. Now know yee, That the ſaid *R. M.* for and in

Recital of the Mortgage and of the Sum paid by the Adminiſtratrix.

Confirmation

in consideration of the Sum of &c. which he the said *R. M.* doth owe and is indebted to the said *S. S.* as aforesaid, and according to certain Covenants and Agreements in the said Indenture, and other Assurances under the hand and seal of the said *R. M.* in that behalf, hath granted, demised, and confirmed, and by these presents doth fully and absolutely grant and confirm unto the said *S. S.* the said recited demised Lands, and every part and parcel thereof, with the Appurtenances, and the said Term of 300 years therein granted to the said *P. S.* as aforesaid. And the said *R. M.* doth by these Presents clearly and absolutely remise, release, and for ever quit claim unto the said *S. S.* all and every Condition, and all benefit and advantage of Condition and right of Redemption whatsoever touching the Premisses, or any part thereof. To have and to hold, the said Lands with the Appurtenances unto the said *S. S.* her Executors, Administrators, and Assigns, from henceforth during all the rest and residue of the said Term of 300 years now to come and unexpired, under and for the said yearly Rent of one Pepper Corn, absolutely and without any Condition whatsoever. And the said *R. M.* doth Covenant and Grant to and with the said *S. S.* her Executors, Administrators, and Assigns, by these Presents, That she the said *S.* and her Executors and Assigns, shall and lawfully may hold, possess, and enjoy the said Lands and Premisses, and every part thereof, during the Term aforesaid without impeachment of Waste, and without any Lett, Suit, Trouble, Denyal, or Interruption of any person or persons whatsoever. In Witness, &c.

Release of the Condition.

Habend.

Quiet enjoyment.

Conveyances *and* Covenants *for ſettling of* Lands *by* Fine, Recovery, &c.

A Covenant *for a Recovery by a Writ of Right Patent in* London, *to ſtrengthen a Leaſe where the Land is Intailed.*

BY Indenture tripartite, &c. made between *J. T.* of *L.* Widdow, and *F. T.* of *L.* &c. on the one party; and *W. L.* and *W. B.* of *L.* &c. on the ſecond party; and *W. B.* Cit. and M. of *L.* on the third party [Reciting, That where the ſaid *J. T.* and *F. T.* by their Indenture of Leaſe dated &c. following the Recital to the end of the *Redend.* as by the ſaid Indenture of Leaſe made between the ſaid *J.* and *F.* on the one party, and the ſaid *W. B.* on the other party, amongſt divers other Covenants therein contained, more plainly and at large it doth and may appear.] It is now fully covenanted, granted, concluded, conditioned, condiſcended, and agreed between the ſaid parties to theſe preſents, in manner and form following; That is to ſay, The foreſaid *J. T.* doth by theſe preſents ſurrender to the ſaid *F. T.* her Eſtate in the ſaid Meſſuage, Garden, and Premiſſes, upon condition, that the ſame within 2 months next after the date hereof, be lawfully aſſured to the ſaid *J.* for term of her life, without impediment of Waſte, with the Remainder thereof, according to the tenor hereunder limited. And, the ſaid *F. T.* doth covenant, promiſe and grant, for him, his Heirs, Executors, and Adminiſtrators, to and with the ſaid *W. L. W. B.* and *W. B.* and every of them, their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of every of them by theſe preſents, that for the better aſſurance of the ſaid *W. B.* his Executors, and Aſſigns, of, in, and to all the ſaid Capital Meſſuages or Tenements, and other the Premiſſes to him demiſed as is aforeſaid, for and during the ſaid Term of 21 years; The ſaid *F. T.* ſhall permit and ſuffer the ſaid *W. L.* and *W. B.* to purſue and bring the Kings Majeſties Writ of Right Patent out of the Kings Majeſties Court of Chancery, againſt the ſaid *F. T.* to be directed to the Mayor and Sheriffs of the City of *L.* upon which Writ of Right Patent according to the cuſtom of the ſaid City of *L.* for paſſing of Common Recoveries with Voucher, the ſaid *W. L.* and *W. B.* ſhall demand againſt the

Recital of the Leaſe.

Covenant.

ſaid *F.* the Capital Meſſuage and Tenement, and other the Premiſſes, by the name of one Capital Meſſuage, and one Garden, with the Appurtenances, ſcituate, lying and being in *B.* Street near *B.* Gate of *L.* which *W.* the ſaid *F.* by himſelf, or by his ſufficient Attorney ſhall appear, and upon defence, ſhall vouch over to Warranty, the common Vouchee, whereupon, Recovery, Judgement, and Execution may be had, according to the courſe, and order of Common Recoveries, with Vouchee uſed within the ſaid City. And it is by theſe Preſents Covenanted, granted, expreſſed, condeſcended, declared, and agreed between all and every the ſaid parties, that they the ſaid *W.L.* and *W.B.* and their Heirs, from, and immediately after Judgement and Execution, in form aforeſaid had, ſhall ſtand and be ſeiſed of all the ſaid Meſſuage, or Tenement and Garden, with the Appurtenances, and every part thereof; and alſo the ſaid Recovery thereof, ſhall be to the ſeveral uſes and intents hereafter, in theſe Preſents mentioned, and to none other uſe or intent; That is to ſay, to the uſe of the ſaid *J.T.* during her natural life, without impeachment of any manner of Waſt; and after her deceaſe, to the uſe of the ſaid *F. T.* and of the Heirs Males of his Body lawfully begotten; And for default of ſuch Iſſue, to the uſe of *R. T.* Citizen, *&c.* and of the Heirs Males of his Body, lawfully begotten; And for default of ſuch Iſſue, to the uſe of *J. S.* and of the Heirs of the ſaid *J.* lawfully begotten; And for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *F. T.* for ever, and to none other uſe; *In Witneſs*, &c.

Uſes.

An Indenture tripartite, for ſetling Lands upon a Marriage.

THis Indenture tripartite made, &c. between *R. D.* of the firſt part, and *R. W.* of *W.* &c. of the 2d part, [then are 6 Feoffees of the 3d part;] Witneſſeth, That for, and in conſideration of a Marriage, by the Grace of God, to be had, and ſolemnized between *W. D.* Son and Heir apparant of the ſaid *R. D.* and *E. W* eldeſt Daughter, and one of the Heirs apparant of the ſaid *R. W.* and for, and in conſideration, that all and ſingular, the Mannors, Meſſuages, Lands, Tenements, Rents, Services, Annuities, Rectories, Parſonages, Advowſons, and Hereditaments of the ſaid *R. D.* may come, be, remain, and continue, to all and every perſon or perſons, to whom the ſame, or any of them hereafter are limited, of and in ſuch Eſtate, under ſuch Proviſo, Condition, Limitation, Reſtraint, and Liberty, and in ſuch manner and ſort, as hereafter in theſe Preſents is likewiſe limited and ſpecified, according to the true intent, purpoſe, and meaning of the ſaid *R. D.* and alſo of the ſaid *R. W.* It is Covenanted, granted, concluded, and agreed by, and betwixt all the ſaid parties to theſe preſents; and every of them, with other by theſe Preſents, doth Covenant, *&c.* in manner and form following (that is to ſay) Firſt, the ſaid *R. D.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth Covenant, promiſe, and

R. D. Covenants W. D. his Son ſhall Marry E. W.

and grant, to and with the said *R.W.* his Heirs, Executors, and Administrators, and to and with every of them, by these Presents, that before, or at the first day of *M.* next ensuing the day of the date of these Presents, the said *W. D.* the Son, by the Grace of God shall marry, and take to his Wife the said *E.W.* if she the said *E.* will thereunto consent and agree, and the Laws Ecclesiastical of the Church of *England* the same will permit and suffer. And the said *R. W.* for him, his Heirs, *&c.* doth Covenant, *&c.* to, and with the said *R.D.* his Heirs, *&c.* and to, and with every of them by these Presents, that she the said *E. W.* before, or at the first day of *&c.* by the Grace of God, shall marry, and take to her Husband, the said *W. D.* if the same *W.* will thereunto consent, *&c.* And moreover, the said *R.D.* for him, his Heirs, *&c.* doth Covenant, *&c.* to, and with the said *R.W.* his Heirs, *&c.* that he the said *R.D.* now is, and at the time of the making, and executing of the first Estate, which shall hereafter be had or made to the said *G.S.* &c. [then naming of the Feoffees,] of, and in all and singular, the Mannors, Lands Tenements, and Hereditaments of the said *R.D.* according to the Covenants in these Presents comprised, shall be sole seised in his own Right, and to his own use and behoof, as of Fee-simple, or Fee-tail, general, or special, without any condition, or restraint of alienation, of, and in all that the Capital Messuage, or Mannor-house, with the Appurtenances, in *H.* in the said County of *C.* commonly called the Hall of *H.* and of, and in all and singular Lands, Tenements, *&c.* to, and with the same Messuage, or Mannor-house, now or at any time heretofore, within the space of 40 years last past, usually occupied, and accepted, reputed, and taken, as the Demesne Lands thereunto belonging, set, lying, and being in *H.* aforesaid. And also of, and in one Water Corn-Mill, with the Appurtenances in *H.* aforesaid, commonly called, *&c.* except the Estate of *K.D.* Mother of the said *R.D* (then follow the grounds excepted,) heretofore assured to, and for parcel of the Joynture of the said *K.* for term of her life; And also, except the Estate of one *R.D.* of, and in 9 Acres, or thereabouts, parcels of the Demesne of the said Mannor of *H.* which he holdeth for term of his life; And also, shall be sole seised in his own Right, of, and in all that the Capital Messuage, or Mannor-house, with the Appurtenances in *B.* in the said County of *C.* commonly called the Hall of *O.* and of and in all and singular Lands, Tenements, and Hereditaments, to and with the same Messuages, now or any time heretofore within the space of 40 years last past, usually, *&c.* set, lying, and being in *B.* aforesaid: And also, of and in one Water Corn-Mill, with the Appurtenances in *B.* aforesaid, commonly called, *&c.* And also, of and in all those his Mannors of *B. R.* and *W.* with their Appurtenances. And moreover, of and in all that his Moyety of the Mannor of *R.* with the Appurtenances, in the said County of *C.* And also, of and in the Reversion, and Reversions of all and singular the Messuages, Lands, Tenements, and Hereditaments, with their Appurtenances, heretofore assured to, and for the Joynture of the said *K.* Mother to the said *R.D.* for term of her life onely, and expectant immediately upon the death of the said *K.* *And furthermore*, of and in all and singular other the Mannors, Messuages, Lands, Tenements, and Hereditaments of the said *R.D* set, lying, and being in the said County of *C.* And the said *R. D.* for himself, his

R.W. Covenants E.W. his daughter shall Marry W.D.

R.D. Covenants that he is seized.

Exceptions.

Heirs,

Heirs, *&c.* doth Covenant, *&c.* to and with the ſaid *R. W.* his Heirs *&c.* and to and with every of them by theſe preſents, that all the ſaid Mannors, Meſſuages, Lands, *&c.* with the Appurtenances, covenanted to be aſſured, according to the true meaning of theſe Preſents, now be, and ſhall remain and continue for ever, of the ancient yearly Rent of, *&c.* of lawful *&c.* over and above all Charges and Repriſes. And the ſaid *R. D.* for himſelf, his Heirs, *&c.* and every of them, doth Covenant, *&c.* to and with the ſaid *R. W.* his Heirs, *&c.* and to and with every of them by theſe Preſents, that all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Reverſions and Hereditaments, now void, or clearly diſcharged, from time to time, at all times hereafter, ſhall be well and ſufficiently ſaved harmleſs by the ſaid *R. D.* his Heirs, *&c.* of, and from all manner of former Bargains, Sales, Gifts, Grants, Alienations, Deviſes, Intails, Joyntures, Dowers, Uſes, Leaſes, Rent charge, Rent-ſeck, Arrearages of Rents, Annuities, Recognizances, Statutes Merchant and of the Staple, Judgements, Executions and Conditions, Forfeitures, Intruſions, and of, and from all other Charges, Titles, Troubles, und Incumbrances whatſoever, heretofore had, made, or done, or hereafter, to be had, made, and done by the ſaid *R. D.* or by any other perſon or perſons, by his Act, Means, Conſent, or procurement (except the Rents, Cuſtoms, and Services, hereafter to be due to the chief Lord or Lords of the Fee, or Fees thereof.) And alſo, except the Dower and Title of Dower, of *M.* now Wife of the ſaid *R. D.* of, in, or to the Premiſſes, or any of them: *And* alſo except all and ſingular Leaſes, not exceeding the term of three lives, or under, and all and ſingular Leaſes for the term of 21 years, or under, whereupon the ancient and uſual Rents, or more, be reſerved, and ſhall continue payable during ſuch term, whereupon the ſame be reſerved to ſuch perſon, or perſons, to whom the Reveverſion or Reverſions thereof, by theſe Preſents are appointed. And alſo except one Leaſe, Demiſe, or Grant, heretofore made by the ſaid *R. D.* to *T. D.* his younger Son, of one Meſſuage, with the Appurtenances in *B.* now, or late in the occupation of *R. M* and of the Lands, Tenements, and Hereditaments, to and with the ſame, uſually occupied for the term of 100 years, to begin immediately from, and after the death of the ſame *R.* if the ſaid *T.* ſo long ſhall live; whereupon, the yearly Rent of 20*s.* 8*d.* is reſerved, and yearly payable during that term, to the ſaid *R. D.* and his Heirs. And alſo except one other Leaſe, Demiſe, or Grant heretofore made by the ſaid *R. D.* to, *&c.* And furthermore, the ſaid *R. D.* for him and his Heirs, *&c.* doth Covenant to and with the ſaid *R. W.* his Heirs, *&c.* that he the ſaid *R. D.* before the ſaid firſt day of M. next following, after the day of the date of theſe Preſents, (if the ſaid Marriage be had and ſolemnized) by his ſufficient Deed indented, ſhall well and ſufficiently convey, and aſſure by Feoffment, where Feoffment may be lawfully made; and by other aſſurance ſufficient where Feoffment cannot be lawfully made to the ſaid *G. S.* &c. all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Reverſions, Services, Rents and Hereditaments, to the only and ſeveral uſes, intents and behoofs, and under ſuch Proviſo, Condition, Limitation, Reſtraint and Liberty, as hereafter in theſe Preſents

Yearly value of the Land.

Diſcharge of Incumbrances.

Except.

R. D. Covenants (if the Marriage take effect) to Convey the Premiſſes to the Feoffees to the uſes after mentioned

Presents be specified and limited, and to no other use, intent, or behoof nor under any other Proviso, Condition, Limitation, Restraint or Liberty (that is to say) of and in the said Messuage, with the Appurtenances, called the Hall of C. and of, and in all the said Lands, Tenements and Hereditaments, to and with the same Messuage, usually occupied and reputed, and taken, as the Demeine Lands belonging to the said Messuage as aforesaid: And also of, and in the said Water Corn-Mill, called, &c. to the use and behoof of the said R. D. for and during all his natural life, without impeachment of Waste, and after his death, to the use and behoof of *M.* now Wife of the said *R. D.* for and during all her natural life, in name of part of her Joynture, and from and after her death, to the use and behoof of the said W. D. Son of the said R. D. for, and during all his natural life, without impeachment of Wast, and from and after his death, to the use and behoof of the said *E. W.* for, and during her natural life, and from and after her death, to the use and behoof of the Heirs Males of the Body of the said *W. D.* the Son, upon the Body of the said *E.* lawfully begotten or to be begotten, and for default of such Issue, to the use and behoof of the Heirs Males of the Body of the said W. D. the Son, lawfully begotten, or to be begotten; and for default of such Issue, to the use of the Heirs Males of the Body of the said *R. D.* lawfully begotten, or to be begotten; and for default of such Issue, to the use of the Heirs Males of the Body of the said *J. D.* Father of the said *R. D.* lawfully begotten; and for default of such Issue, to the use of the right Heirs of the said R. D. for ever. *And* of, and in all those Messuages, Lands, *&c.* Scituate, lying, and being in *B.* at *W.* aforesaid, in the several Tenures or Occupations of R. W. S. W. *&c.* (naming all the Tenements, then say.) And the Rents and Reversions thereof, to the use and behoof of the said *R. D.* for, and during his natural life, without impeachment of any manner of Wast; And after his death, then to the use and behoof of the said *M. D.* now Wife of the said R. D. for, and during *&c.* for, and in name of her full and perfect Joynture, and in full recompence of all her Dower: And from and after her decease, then to the only use and behoof of the said *W. D.* and of the Heirs Males of his Body, upon the Body of the said E. lawfully begotten, or, &c. And for default of, &c. then to, &c. of the Heirs Males of the Body of the said W. D. begotten, and &c. then to the use of the Heirs Males of the Body of the said R. D. begotten, and for &c. then &c. of the Heirs Males of the Body of the said J. D. the Father begotten, and for, &c. then &c. of the said R. D. for ever. And that all and every Estate, Assurance, Conveyance, to be had or made as aforesaid, of all those Messuages, Lands, &c. with the Appurtenances in B. R. W. B. &c. in the said County of C. now or late in the several Tenures or Occupations of W. B. &c. (rehearsing all the Tenements names, then say,) And of all the Rents and Reversions thereof, shall be to the only use of the said R. D. [running from the States aforesaid.] Provided always, That if it shall happen, the said W. D. Son of the said R. D. to dye without Issue either in life, or Issue male, or begotten, and not born of his Body, upon the Body of the said E. W. lawfully begotten, that then all and every the use and Estate before limited, to the said E. W. of all the said Messuages, Lands, &c. shall cease and be void

The Uses.

That all Conveyances shall be to the uses aforesaid.

Proviso if the said W. D. dye without issue on the body of E. W. Then the Estate limited to E. W. to be void, and then the Lands to be to other uses.

And to other uses.

And that then, and from thenceforth, all the ſaid Meſſuage, &c. ſo to be limited as aforeſaid, ſhall be to the uſe of the ſaid R. D. for, and during all his natural life, without impeachment of Waſt: And from and after his death, to the uſe of the ſaid W. D. Son of the ſaid R. D. and of the Heirs Males of of his Body, lawfully begotten: *And* for default of ſuch Iſſue, &c. Provided alſo, that the ſaid *M. D.* at all time and times, after the death of the ſaid R. D. within the ſpace of 3 Months next after, upon reaſonable requeſt to be made by the ſaid W. D. or by his Heirs Males, or by the ſaid E. W. or by any other perſon or perſons, to whom any of the ſaid Mannors, &c. are limited in Remainder as aforeſaid, at his, and their own coſts and charges in the Law, ſhall do and ſuffer, or cauſe, &c. all and every ſuch reaſonable Act, Thing and Demiſe, for the releaſing, extinguiſhment, and avoiding of all the Eſtate, and Title, of Dower of the ſaid *M.* of, in, or to all and every of the ſaid Mannors, Meſſuages, Lands, &c. or any of them, as ſhall be reaſonably adviſed, or deviſed by the ſaid W. D. or his Heirs Males, or by the ſaid E. W. or by any other of the ſaid perſon or perſons before named, in Remainder as aforeſaid, or elſe all, and ſingular, the ſaid uſe and eſtate before in theſe Preſents limited to the ſaid *M.* as aforeſaid, ſhall utterly ceaſe, determine, and be void in the Law, any ſentence, clauſe, matter, or thing in the ſaid Preſents, in any wiſe expreſſed or contained to the contrary in any wiſe notwithſtanding. But the ſaid *M.* ſhall not be compelled to travel out of the ſaid County of *C.* for the making of any ſuch Aſſurance as aforeſaid. And of and in all and ſingular, other the Mannors, &c. of the ſaid *R. D.* whereof no certain uſe is before in theſe Preſents declared, to the only uſe of the ſaid *R. D.* for, and during all his natural life, without impeachment of Waſt: And from and after his death, to the uſe of the ſaid *W. D.* the Son and of the Heirs Males, &c. *And* for default of ſuch Iſſue, to the uſe of the Heirs Males of the Body of the ſaid *W. D.* the Son lawfully begotten, and for default of ſuch Iſſue, to the uſe of the Heirs Males of the Body of the ſaid *R. D.* &c. as aforeſaid. Provided alſo, and the true intent and meaning of theſe Preſents, and of all the ſaid parties to theſe Preſents, is, that if the ſaid *W. D.* the Son, at any time, during the life of the ſaid *E. W.* or after her death, having any Iſſue Male in life, of his Body, upon the Body of the ſaid *E. W.* lawfully begotten, continuing in life, ſhall at any time or times hereafter, by any open, publick, or overt Act or Deed, attempt, practice, or go about to bargain, ſell, exchange, grant, give or convey all, or any of the ſaid Mannors, &c. to any perſon, or perſons, wherewith, or whereby the ſaid Mannors, &c. or any of them, may, or ſhall be diſcontinued, avoided, or altered in any other manner, then in theſe Preſents is ſpecified, that then, and from thenceforth, all and ſingular, the Eſtate, Right, Title, Uſe, and Intereſt of the ſaid *W. D.* the Son, attempting, &c. ſhall utterly ceaſe, &c. as though the ſaid W. D. the Son, were already dead. And that then, and from thenceforth, all and ſingular the ſaid Mannors ſo attempted, &c. ſo to be diſcontinued, &c. as aforeſaid, ſhall wholly come, be, and remain for and during all the natural life of the ſaid W. D. the Son, unto the next perſon and perſons, to whom the ſame, next after, in, and by theſe Preſents before are limited and appointed, in ſuch and the ſame manner and form as if the ſaid W. D. the Son were already dead, any Sentence, Clauſe, &c. here-

That M. D. after the Death of R. D. her husband releaſe all her Eſtate and Title of Dower in the Premiſſes, or elſe the Eſtate limitted to her to be void.

If W. D. having iſſue by E. W. goe about to diſcontinue &c. his Eſtate in the Premiſſes to ceaſe.

And then the Lands to come to the next perſon to whom the ſame were limitted after the death of the husband, and the Feoffees to ſtand ſeiſed to his uſe as if the husband were dead.

in contained, &c. And that then, and from thenceforth, the ſaid *G. S.* &c. (naming the Feoffees,) and their Heirs, and the Survivor of them, and his Heirs, ſhall ſtand and be ſeized, of and in all and ſingular the ſaid Mannors, &c. ſo attempted, &c. to be diſcontinued, &c. to the uſe and behoof of ſuch perſon and perſons, to whom the ſame before, in theſe preſents, are limited and appointed, in ſuch and the ſame manner, &c. as if &c. were already dead. Provided &c. That it ſhall and may be lawful, to and for the ſaid *R D.* at all and every time and times, during his natural life, And alſo to and for the ſaid W.D. the Son, after the death of the ſaid R.D. at all and every time and times, during his natural life, to make ſuch and ſo many ſeveral Leaſes, Demiſes, or Grants, as either of them ſhall pleaſe, not exceeding the term of 3 lives or 21 years, and from the time of the making of any ſuch ſeveral Leaſe, &c. of all and every, and of ſo many of the ſaid Meſſuages, Lands, &c. or ſuch or ſo many thereof, as any of them ſhall pleaſe, (except the ſaid Capital Meſſuage, called the Hall of *H.* and the Demeſne Lands therewith uſually occupyed, *O.* is excepted &c. And except ſo many of the ſaid Meſſuage Lands, &c. as before are aſſigned, for the Joynture of the ſaid E.W. whereof the ſaid Tenement, with the Appurtenances, in the Tenure of the ſaid *R.L* to be one as ſhall amount to the ancient yearly Rent of 10 *l.* ſo as upon every ſuch Leaſe or Demiſe, there be duly reſerved ſuch and ſo much Rent yearly, or more, payable at 2 uſual Feaſts, of the year, as by the more ſpace of 21 years, heretofore hath been reſerved and paid, ſo as the ſaid Rent may be paid yearly, during the ſaid term, accordingly in ſuch and the ſame manner and ſort, to ſuch perſon and perſons, to whom the Reverſion and Reverſions thereof, according to the ſaid ſeveral uſes before declared, ſhall appertain.) Provided alſo, and the true intent and meaning of all the ſaid Parties, is, that it ſhall and may be lawful to and for the ſaid R. D. by his Deed or Writing under his Hand and Seal, ſubſcribed in the preſence of 4 perſons at leaſt, to grant, limit, and appoint, and to diſcharge any of the ſaid Premiſſes (except the Lands, &c. appointed for the Joynture of the ſaid E.W. with one Rent charge, or yearly payment of 40 *l.* with clauſe of Diſtreſs yearly payable to ſuch Woman, as the ſaid *R.D.* ſhall hereafter take to his Wife, for and in the name of her Joynture, and for and during the natural life of every ſuch Woman:) And the true intent and meaning of all the ſaid parties &c. This Clauſe is, that the Feoffees ſhall ſtand ſeized, and ſhall diſtrain according to ſuch Deed or Writing. Then comes in a Proviſo, that R.D. may charge any of the Premiſſes, with an Annuity or Rent-charge, for any Son hereafter to be begotten. Provided likewiſe, and the true intent, &c. That it ſhall and may be lawful to, and for the ſaid R.D. to charge any of the ſaid Premiſſes (except the ſaid Meſſuages, Lands, &c. before appointed for the Joynture of the ſaid *E. W.* with any Annuity or Rent-charge of ſix pound thirteen ſhill. &c. yearly payable at two uſual Feaſts in the year, to every of the Sons which he ſhall hereafter beget on the body of the ſaid *M.* now his Wife, or of any other Wife, or Wives, and of the ſame Annuity or Rent-charge, to make any Grant or Grants, by his Deed or Deeds, to every of his ſaid Sons hereafter, to be begotten with uſual and ſufficient clauſe or words of diſtreſs and ſum of Money

Power to make Leaſes for 21 years or 3 lives of all the Premiſſes Except. &c.

Reſerving the antient Rent.

That R.D. may charge any of the Lands with a Rent-Charge of 40 l. per an. except the Lands appointed for the Joynture of E.W.

Power for R. D. to make Proviſion for his Sons.

(*Nomine*

(*Nomine pœna*) for non-payment thereof, or of any part thereof, the ſame to be yearly paid at two or more Feaſts in the year, at the will and pleaſure of the ſaid R. D. the ſame Annuity or Annuities, &c. to commence and begin only after the death of the ſaid R. D. and to have continuance ſeverally, only for and during the ſeveral natural lives of the ſaid ſeveral Son or Sons of the ſaid R. D. ſo hereafter to be begotten. Provided further more, and the true intent, &c. That it ſhall and may be lawful to and for the ſaid W. D. the Son, to charge any of the ſaid Premiſſes, (except the ſaid Meſſuages, Lands, &c. before appointed) for the Joynture of the ſaid E. W. with ſeveral Annuities, or yearly Rents, charges of the Sum of &c. for the ſeveral preferment of every of his younger Son or Sons, for and during the ſeveral natural life or lives of every ſuch Son, with Clauſe of diſtreſs (*Nomine pœna.*) Provided alſo, and it is further concluded, &c. that if it happen the ſaid R. D. to dye, having at his death one only Daughter of his body lawfully begotten, the ſame Daughter not married before the time of his death, or one only Daughter being married in the life-time of the ſaid R. D. and any part of her Marriage-mony at the time of his death unpaid, that then, & for the advancement and preferment of ſuch Daughter, if the ſaid R. D. by any Act, Deed, or Word, ſo ſhall appoint in his life time the ſaid W. D. the Son, and the Heirs Males of his body; and for default of ſuch Iſſue, then every other perſon intitled to have the poſſeſſion of the ſaid Capital Meſſuage, called the Hall of H. by virtue of any limitation, or by reaſon of any uſe declared in theſe preſents, ſhall truly pay, or cauſe to be paid to ſuch only Daughter, her Executors or Aſſigns, the full Sum of 40 l. of &c. yearly at, in, or upon the 20th day of *J.* and the 20th day of *D.* by even Portions, at or in the *South*-door of the Pariſh Church of &c. the ſame payment to begin at ſuch time as the ſaid R. D. ſhall appoint; and, for default of ſuch appointment, at ſuch of the ſaid payable dayes, which ſhall firſt happen after the death of the ſaid R. D. and ſo to continue, until ſuch yearly payment of 40 l. ſhall amount and ariſe to ſuch a Sum of mony, as will extend to pay to ſuch only Daughter of the ſaid R. D. as at the time of the death of the ſaid *R. D.* ſhall be unmarried, the full Sum of 500 l. of &c. and alſo to continue untill ſuch yearly payment of the Sum of 40 l. ſhall amount and ariſe to ſuch Sums of Money, as will extend to pay to ſuch only Daughter of the ſaid *R. D.* married in his life-time, and any part of her Marriage-money then unpaid, the reſt and reſidue of all ſuch Marriage-money, as ſhall then remain unpaid, if ſuch Sum of money as the ſaid *R. D.* ſhall have promiſed or Covenanted to be paid in Marriage with that only Daughter, do not exceed the Sum of 500 l. of &c. and if the ſaid *R. D.* ſhall happen to have more than one Daughter at the time of his death, the ſame Daughters, or any of them not married before the time of his death, or the ſame Daughters, or any them being married, and her or them Marriage-money in part, or in all unpaid, at the time of the death of the ſaid *R. D.* (if the ſaid *R. D.* by any Act, Deed, or Word, ſo ſhall appoint in his life-time, that then for the advancement and preferment of every ſuch Daughter, the ſaid *W. D.* the Son, and the Heirs Males of his body, and for default of ſuch Iſſue, then every other perſon then intitled to have the poſſeſſion of the ſaid Capital Meſſuage, called &c. by virtue of any limitation,

Power for W. D to make proviſion for his younger Sons.

Proviſion for the Daughters of R. D.

or

or by reaſon of any Uſe before declared in theſe Preſents, ſhall truly pay, or cauſe to be paid to every ſuch Daughter, her Executors and Aſſigns, the full Sum o. &c. yearly at, in and upon, *Vt ſupra*, the ſame payment or payments, to begin at ſuch time as the ſaid R.D. ſhall appoint; and for default of ſuch appointment, at ſuch of the ſaid payable dayes, as ſhall firſt happen after the death of the ſaid R. D. and are to continue until ſuch yearly payment of 40 l. ſhall amount and ariſe to ſuch Sums of Money, as will extend to pay to every ſuch Daughter of the ſaid R. D. which before the time of his death ſhall not be married, the full Sum of 400 Marks of &c. and alſo to continue until ſuch yearly payment of 40 l. ſhall amount and ariſe to ſuch Sums of Money, as will extend to pay to every ſuch Daughter of the ſaid R.D. being Married before the death of the ſa d R. D. or any part or parcel of their or any of their Marriage money unpaid, the reſt and reſidue of the ſaid Marriage money, as ſhall then remain void, if ſuch Sums of Money as the ſaid R. ſhall have promiſed or covenanted, to pay or give in Marriage, with ſuch Daughter or Daughters, do not exceed the Sum of 400 Marks apiece. (The Proviſo for *W. D.* Daughters is to the ſame purpoſe.] And it is fully agreed by, and between all the ſaid Parties to theſe preſents, that it ſhall and may be lawful, as well to the ſaid R. D. as alſo to the ſaid *W.* D. the Son, for the further aſſurance of the true payment of the ſaid ſeveral Sums of Money, to their the ſaid ſeveral Daughters as aforeſaid, to make any manner or manners of Grants, Annuities, or any Aſſurance or Aſſurances with ſuch, and ſo many Penalties, Diſtreſſes, Forfeitures of Sums of Money, or otherwiſe lyable unto the ſa'd Mannor of *H.* with the Appurtenances, as to either of them, or to either of their Councel learned in the Law ſhall ſeem good, and the ſame to be of full force and effect in the Law, according to the Contents thereof. But the true intent and full purpoſe of all the ſaid parties to thoſe preſents, is of none of the ſaid portions of Money to be limited or granted to any of the Daughters of the ſaid *W. D.* ſhall be levyed, or attempted to be levyed, during the life of the ſaid R. D. neither yet until ſuch time, as all the ſaid Portion of Money, to be levyed to, and for theſe Daughter and Daughters of the ſaid R. D. as aforeſaid, be or may be fully ſatisfied and paid as aforeſaid. Provided furthermore, and the true intent and meaning of theſe Preſents, and of all the ſaid parties to the ſaid preſents, is, That if the ſaid R.D. or the ſaid *W. D* at any time hereafter, during their, or either of their lives, ſhall be taken priſoner in in manner of Wars; or if the ſaid R.D. or *W. D.* at any time hereafter, during their or either of their natural lives, may not, or cannot, in and with the ſincerity and purity of Chriſtian Conſcience, openly and publickly confeſs and proſeſs the bleſſed Name of Chriſt Jeſus, and the glorious Goſpel freely and quietly within this Realm of *England* without danger of their, or either of their lives reſtraint of liberty, or loſs of Goods or Chattels; that then, and in ſuch caſe, it ſhall and may be lawful, as well to and for the ſaid R.D. as alſo to and for the ſaid *W. D.* for their, or either of their Redemption, Ranſom or Maintenance abſolutely or conditionally, to bargain, ſell, give, grant, diſcontinue, alter, or change any of the ſaid Premiſſes, to any perſon or perſons, not exceeding the yearly value of 10 l. of yearly Rent

Power for R.D. *and* W.D. *to make any grant &c. for the aſſuring of the ſeveral ſums of money to their ſeveral Daughters.*

The Portions for the Daughters of W.D. *not to be levyed during the life of* R. D. *nor till his Daughters be paid their Portions.*

Power for R.D. *and* W.D. *(if they be taken Priſoner or cannot ſafely profeſs the Chriſtian Religion without danger of impriſonment &c. to ſell any of the Premiſſes not exceeding the yearly value of* 10l. *for their ranſom and maintenance.*

Rent of Aſſize, and not being Mannor-houſe, Demeſn-Lands, Miln or Milns, or the Appurtenances thereof, nor being any of the ſaid Meſſuage, Lands, &c. appointed for the Joynture, or increaſe of the Joynture, of the ſaid *E.* Any thing in the the ſaid *Proviſoes* to the contrary notwithſtanding. Then next followeth: [Covenants, That R. D. and M. his Wife, will at any time hereafter, within 5 years, make a better Aſſurance of all the Premiſſes, at the coſts of the ſaid R. W. his Heirs, &c. being not compelled to travel out of the County for making thereof.] Proviſo laſtly, and the true &c. is, That if it happen the ſaid *E. W.* after Marriage between her, and the ſaid *W. D.* to dye; that then it ſhall and may be lawful to the ſaid *W. D.* the Son, after the death of the ſaid R. D. or to the ſaid R. D. during the life time of the ſaid R. D. to limit and appoint, to all and every ſuch Woman or Women, other then the ſaid *E. W.* as hereafter ſhall be Wife or Wives of the ſaid *W. D.* or to any other perſon or perſons, to the uſe of ſuch Woman, any of the ſaid Premiſſes (except the ſaid Meſſuage called the Hall of *H.* and the Demeſn-Lands, therewith uſually occupied, and except the Lands appointed for the Joynture of the ſaid *M.* during her life) for or during her or their natural life or lives, for and in the name of her or their Joynture, ſo as the ſame exceed not the value of a 100 Marks yearly. And it is further concluded &c. and the true intent &c. is that all and every Demiſe, Leaſe, Grant, Alienation, Charge, Appointment, Eſtate, Aſſurance, and Conveyance whatſoever, hereafter to be had, or made of the ſaid Mannors, &c. with their Appurtenances, or of any parcel thereof ſhall be, and that the Parties to the ſame, and their Heirs, ſhall ſtand and be ſeized of the ſaid Mannors, &c. whatſoever in form aforeſaid, to be demiſed, leaſed, granted, aliened, charged, or appointed as before in the ſaid Preſents is declared, to ſuch only uſe, intent, purpoſe, and limitation, as is aforeſaid, during the continuance of every ſuch Leaſe, Grant, &c. according to the true intent, meaning, and effect, of theſe Preſents, and to none other uſe, intent, purpoſe, or limitation, any thing in theſe Preſents contained to the contrary in any wiſe notwithſtanding. In Witneſs whereof, the parties aforeſaid, &c.

Power for W. D. if his wife dye to limit any of the Premiſſes except, &c. to the uſe of ſuch other women as he ſhall marry for their Joynture.

All Leaſes &c. to be made of the Premiſſes to be to the uſes before mentioned.

Covenants, and Conditions, and Proviſoes in Conveyances, for ſettlement of Eſtates.

THis Indenture, &c. Betwen *R. M.* of &c. of the one part, and *M. W.* widdow of the other part, Witneſſeth, &c. That the ſaid R. *M.* doth Covenant, &c. that the ſaid Conveyances, and Aſſurances, ſo to be had, made and executed, ſhall be, *&c.* and that the ſaid *F. &c.* and their Heirs, *&c.* ſhall ſtand and and be ſeized of the Premiſſes, &c. to the ſeveral uſes, intents, and purpoſes, and under the Conditions, Proviſoes, Covenants, and Agreements hereafter, in or by theſe preſents, ſet forth, limited, mentioned, or declared, according to the true meaning of theſe preſents, and to no other uſe, &c. that is to ſay, of all and ſingular the ſaid Mannor of *C.* with the Appurtenances, and of all the Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes, *Cum pertin.* in *C.* to the uſe of R. the Father, and *M.* his Wife, for and during term of their 2 natural lives, and of the longer liver of them (without impeachment of waſte, during the life of R. only and after the deceaſe of R. and *M.* his Wife, then to the uſe of R. the Son, and of the Heirs-Males of his body; and for default of ſuch Iſſue, then to the uſe of the Heirs Males of the body of R. the Father *legitime procreat.* and for default, &c. to the uſe of the right Heirs of R. the Father for ever. *And* of the ſaid Mannor of *S.* and *G. M. Cum pertin.* and of all his Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes, in *S.* and *G. M.* aforeſaid, to the uſe of R. the Son, until the day of the Solemnization of the ſaid Marriage; And after the ſaid Marriage ſolemnized then to the uſe of R. the Son, and the ſaid *A.* and of the Heirs Males of the body of R. the Son lawfully to be begotten; and for default, &c. then to the Father and the Heirs-Males of his body; and for default of ſuch Iſſue, the uſe of the right Heirs of R. the Father for ever, and of the ſaid Mannor of *M.* with the Appurtenances, and of all the ſaid Lands, Tenements, Rents, Reverſions, Services, and Hereditements in *M.* aforeſaid, with the Appurtenances, to the uſe of R. the Father for life, without impeachment of Waſte, and after his deceaſe, then to the uſe of R. the Son, until the ſaid Marriage had, and after to the uſe of R. the Son, and of the ſaid R. and of the Heirs Males of the body of the ſaid R. lawfully begotten, and to be begotten; and for default, &c. then to the Heirs Males of the body of R. the Father lawfully &c. and then to the right Heirs of R. the Father: all which Premiſſes in *S.* great *M.* and *M.* aforeſaid limited and appointed, to be aſſured and conveyed to thoſe of *A.* are meant and intended to and for the Joynture of *A.* of the Mannor, Meſſuages, Lands, Tenements, and Hereditaments, of R. the Son, and of the ſaid Mannor of *C.* and *S. Cum pertin.* and of all and ſingular the ſaid Lands, Tenements, Hereditaments, and Premiſſes, in *C.* and *S.* aforeſad, *Cum pertinent.* to thoſe of R. the Father for life *Abſq;* impetitione waſti, and after to R. the Son and Heirs Males of his body &c.

Limitation of Uſes and Eſtates.

and then to the Heirs Males of the body of R. the Father, and then to the right Heirs of R. the Father for ever. Provided alwaies, and it is concluded and agreed by and between the ſaid parties to theſe preſent Indentures, for them and their Heirs, by theſe preſents, that if the ſaid R. M. the Father, ſhall fortune to over-live the ſaid *M. M.* his Wife, and do after intend to marry again; that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid R. M. the Father, at all times, during his natural life, to aſſign, limit, or appoint ſuch and ſo much of the ſaid Mannor of *C.* with the Appurtenances, and of the ſaid Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes in *C.* aforeſaid (other then, &c.) as *infra*, or the uſe thereof, as he the ſaid R. the Father ſhall think convenient; ſo that the ſame exceed not the clear yearly value of 100 l. by the year, over all Charges and Repriſes, to the uſe of any woman, who ſhall for time come be his lawful wife at the time of his deceaſe, for and during the natural life of any ſuch wife, for and in the name of her Joynture; So that the Eſtate of ſuch wife or wives be not made or occupyed, to be without impeachment of Waſt: And that from and after every ſuch uſe, limitation, or appointment, ſo had or made, to, or of any ſuch wife, all and every the ſaid Aſſurances and Conveyances of the Premiſſes in *C.* aforeſaid, ſo to be had, made, or executed, as is aforeſaid, concerning ſuch and ſo much thereof only, whereof any ſuch aſſignment, appointment, or limitation, by virtue of this *Proviſo*, ſhall be ſo had or made, ſhall be. And the ſaid *F. L.* &c. and their Heirs, and the Survivors and Survivor of them; and his or their Heirs, ſhall ſtand and be ſeiſed thereof, to the uſe of ſuch wife, for and during her natural life, according to the true meaning of ſuch limitation and thing in theſe preſents contained, to the contrary thereof, in any wiſe notwithſtanding. And after ſuch Uſe or Eſtate ended or determined, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with ſuch Remainders over, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch limitation or appointment, by virtue of this Proviſo had been made, limited, or appointed. Provided [illegible] and it is likewiſe concluded and agreed by and between the ſaid parti[illegible] this preſent Indenture, for them and their ſeveral Heirs by theſe preſents, that it ſhall and may be lawful, to and for the ſaid *R.* the Father, at any time or times during his natural life, by his Writing or Writings Indented, under his hand and Seal, to aſſign, limit, or appoint the ſaid Mannor of *S.* with the Appurtenances, and all the ſaid Lands, Tenements, Hereditaments, and Premiſſes, in *S.* aforeſaid, with the Appurtenances, or any part or parcel thereof, to his younger Sons, or to any of them, at his pleaſure, for and during the term of the natural lives, or of the natural life or lives of any of them, to and for their preferment in living, and after the deceaſe of them, or any of them, to whom any ſuch limitation ſhall be ſo made, then to the uſe of any woman or women, which ſhall be lawful wife or wives to any of them, at the time of his or their death, for and during the term of her or their natural life or lives, (ſo that the ſame be not made without impeachment of Waſt) for and in the name of the Joynture of ſuch wife or wives. And that from and after every ſuch limitation or appointment ſo made, all and every the ſaid

Proviſo for a ſecond Life.

Liberty for preferment of younger Sons of R. the Father.

ſaid Aſſurance and Conveyance of the Premiſſes in *S.* aforeſaid, ſo to be had made, or executed, as is aforeſaid, concerning ſuch and ſo much thereof only, whereof any ſuch limitation or appointment ſhall be ſo had or made, ſhall be. And the ſaid *F. L.* &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be ſeized thereof, to the ſeveral uſe and uſes of every ſuch younger Son, Wife, or Wives, to whom any ſuch limitation ſhall be ſo had or made, for and during his, or her, and their natural life and lives, according to the true meaning of ſuch limitation; any thing in theſe preſents, to the contrary thereof in any wiſe notwithſtanding. And after ſuch uſe or uſes, eſtate or eſtates, ended or determined, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with all ſuch Remainders over, Uſes, and Limitations: And under all and every ſuch Conditions and and Proviſoes, as the ſame ſhould have been, if no ſuch Aſſignment Appointment, or Limitation, by force of this Condition, had been thereof made or appointed. Provided alſo, and it is likewiſe covenanted, concluded, and fully agreed by and between the ſaid parties to theſe Indentures, for them and their Heirs by theſe preſents, that it ſhall and may be lawful to and for the ſaid R. M. the Father, by his Writing Indented, under his Hand and Seal, to aſſign, limit, and appoint his Capital Manſion houſe of *M.* aforeſaid, and the Lands and Tenements commonly accounted, uſed, or occupied his Demeſne Lands to the ſaid Capital Meſſuage belonging or appertaining, to the uſe of the ſaid *M.* his now wife, for term of her natural life, reſerving and appointing the yearly Rent of 10 l. of lawful money of *England*, to be paid for the ſame, from and after the death of the ſaid R. the Father, yearly, during the life of the ſaid *M.* at the Feaſt of the *Annunciation* of St. *M.* &c. by even portions, at the ſaid Capital Meſſuage of *M.* aforeſaid, to the ſaid R. M. the Son, and *A.* and the Heirs Males of the body of the ſaid R. the Son, lawfully begotten; and after to ſuch perſon and perſons, as by the Limitation aforeſaid, ſhall have the ſame Houſe and Demeſne; the firſt payment thereof to begin, at ſuch of the ſaid Feaſts as ſhall firſt happen, after the deceaſe of the ſaid R. the Father. And that and from and after ſuch Limitation and Appointment ſo had or made, the ſaid Aſſurances and Conveyances ſhall be; and the ſaid *F.* &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs ſhall ſtand and be thereof ſeized, to the only uſe of the ſaid *M.* and her Aſſigns, according to ſuch Limitation, as ſhall be ſo had or appointed: So that the ſaid *M* and her Aſſigns, do pay or cauſe to be paid yearly, during her life, the ſaid Sum of 40 l. in manner and form before mentioned, expreſſed, and appointed; And after the death of the ſaid *M.* or of the determination of her ſaid Eſtate, or uſe therein by any wayes, then to the uſe of the ſaid R. M. the Son, and of the ſaid *A.* and the Heirs Males of the body of the ſaid R. lawfully begotten, and after to the uſe of ſuch perſon and perſons, and in ſuch manner and form, and with all ſuch Remainders over, Uſes, and Limitations, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch Aſſignment, Appointment, or Limitation, by Force of this Proviſo, had been thereof made or appointed, any thing, &c. Provided alſo, and it is likewiſe concluded and fully

Liberty to aſſign Lands to his Wife for life, under a yearly Rent, &c.

fully agreed, by and between the ſaid parties to theſe Indentures, for them and their ſeveral Heirs, by theſe preſents, where the ſaid R. M. the Father, by one Indenture, tripartite, made between the ſaid R. M. the Father of the one part, and *T. S.* Eſq. of the 2d. part and the Right Honourable *S.* Kt. Chancellour of the Dutchy &c. of the 3d. part, bearing date the 18 *M. An.* 19 hath granted to the ſaid *T. S.* one Annuity or yearly Rent of a 100 l. by year, iſſuing out of the ſaid Mannor of *C.* from the day of the date of the ſaid Indenture, for and during the term of 10 years then next following, as by the ſaid Indenture more fully and at large doth and may appear. *That* for the advancement and preferment of ſuch Daughters of the ſaid R. M. the Father, as ſhall not be married before the deceaſe of the ſaid R. the Father, the ſaid R. the Son, and the Heirs Males of his body, and for default of ſuch iſſue, ſuch other perſon and perſons, to whom the ſaid Mannor of *C.* with the Appurtenances, ſhall or ought to come, after the deceaſe of the ſaid R. the Father in tayl, according to the limitation of theſe preſents, ſhall yearly, after the deceaſe of the ſaid R. the Father, and after the end of the ſaid 10 years, pay, or cauſe to be paid the ſum of 100 l. of lawful money of *England*, yearly unto ſuch of the ſaid Daughters as ſhall not be married before the deceaſe of the ſaid R. the Father, until every ſuch Daughter ſhall have received the ſum of 200 l. a peice, for and toward her, and their preferment in Marriage; or otherwiſe, the ſame to be yearly paid at the Mannor houſe of *C.* aforeſaid, upon the Feaſt dayes of the *Annunciation*, and St. *M.* &c. by even portions: And, if it happen any default to be had or made of or in the ſaid payment of 100 l. by year, as is aforeſaid, that then from and after any ſuch default, the ſaid Aſſurances and Conveyances ſhall be in the ſaid *F. L. And*, the ſaid *F. L. P. W. T. M.* and *A. M.* and their Heirs, and the Survivors and Survivor of them and his and their Heirs, ſhall ſtand ſeiſed of all ſuch part and parcel of the ſaid Mannor of *C.* and of the ſaid Premiſſes in *G.* (giving the Mannor houſe and Park in *C.* aforeſaid, with the Appurtenances) not exceeding the clear yearly value of 100 l. by year, as the ſaid R. M. the Father, ſhall by Writing under his hand and Seal, in his life time, or by his laſt Will and Teſtament in Writing expreſs and appoint: To the uſe of every of the ſaid Daughter and Daughters, which ſhall not be married before the death of the ſaid R. the Father, until every of them, of the Iſſues, and Profits thereof, and of ſuch part of the ſaid ſum of 200 l. a piece as the ſaid R. the Son, his Heirs or Aſſigns, ſhall before that time have paid, ſhall have received and had, or conveniently might have received and had the ſaid ſum of 200 l. of lawful money of *England*, and after every ſuch Eſtate and Uſe ended, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with ſuch Remainders over, Uſes, and Limitations, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been if no ſuch Aſſignment, or Limitation had been thereof made, any thing &c. Provided likewiſe, and it is alſo Covenanted &c. *Vt ſupra*, that it ſhall and may be lawful to and for the ſaid R. M. the Father, at any time or times, during his life by his Writing Indenture to be made between him and any other perſon or perſons, to Leaſe, Grant, and Demiſe any part or parcel of the Premiſſes, before time uſually demiſed or leaſed (the ſaid Lands, Tenements

For the preferment of Daughters &c. by R. *the Father.*

Liberty to make Leaſes of Lands uſually letten.

ments and Hereditaments in *S.* great *M.* and *M.* only excepted) to any perſon and perſons, at his pleaſure, ſo that every ſuch Leaſe and Grant be made of Lands and Tenements, in Poſſeſſion and not in Reverſions, and ſo that no ſuch Leaſe or Grant be made without impeachment of waſt, nor any longer time than for 21 years, or 3 lives, from the date of every ſuch Leaſe, and ſo that upon every ſuch Leaſe, the old Accuſtomed Rent or more be reſerved and yearly payable during the terms therein contained at the Feaſt dayes uſual, to ſuch perſon and perſons, to whom the uſe thereof is before by theſe preſents limited; and that after every ſuch Leaſe to be made, the ſaid Aſſurance contained every ſuch parcel of the Premiſſes, as ſhall be ſo Leaſed, Granted, or Demiſed, ſhall be; **And**, the ſaid *F. L.* &c. and their Heirs, and Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be ſeiſed of all ſuch Lands, Tenements, and Hereditaments Leaſed to the uſe of every ſuch Leſſee or Grantee, according to the true meaning of every ſuch Leaſe ſo long, during the term in every ſuch Leaſe contained, as the ſaid perſon and perſons, to whom any ſuch Leaſe ſhall be made; or his Aſſigns, doth truly pay the Rent reſerved upon his ſaid Leaſe, at the dayes therein for that purpoſe mentioned, or within 20 dayes then next following, to him or them who ſhall have the uſe thereof in poſſeſſion; **And**, after the end of every ſuch Leaſe, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with ſuch Remainders over, Uſes, and Limitations, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch Leaſe, Aſſignment, or Limitation, by force of this Proviſo had been thereof made, any thing before mentioned, to the contrary thereof in any wiſe notwithſtanding. **And**, the ſaid *R. M.* the Father, doth further Covenant with the ſaid *M.* by theſe preſents, that the ſaid R. of his own coſts and charges, from and after the ſaid Marriage, ſhall and will well and decently keep and maintain the ſaid R. the Son, and the ſaid *A.* and all ſuch Children as they ſhall fortune to have between them lawfully begotten: And ſhall alſo keep for the ſaid R. the Son, and the ſaid *A.* one Servant-woman, and two Servant-men, with ſufficient meat, drink, fuel, lodging. And ſhall alſo keep for the ſaid R. the Son 3 Geldings, Winter and Summer, during the natural life of the ſaid R. the Father, if the ſaid R. the Son, and the ſaid *A.* ſo long ſhould fortune to live, and will ſo long accept the ſame. **And further**, that if at any time after the end of 5 years and 6 months, next after the date of theſe Indentures, the ſaid R. the Son, and the ſaid *A.* ſhall fortune to miſlike thereof, or ſhall better like to keep houſe themſeves, and will refuſe the allowance appointed unto them by this Covenant. *Then* the ſaid R. the Father, in conſideration thereof, and for the better maintenance, ſhall and will by his ſufficient Deed in Writing, Demiſe, and Leaſe, unto the ſaid R. the Son, one Meſſuage, Farm, or Tenement in *C.* aforeſaid, now in the Tenure, Poſſeſſion, or occupation of *J. B.* or of his Aſſigns, and was before late in the Tenure, or Occupation of one *T. E.* or of his Aſſigns, with all the Lands, Tenements, and Hereditaments, thereunto belonging, or to or with the ſame heretofore uſually occupied, with all and ſingular the Appurtenances; *To have* to him the ſaid R. the Son, from the end of the ſaid 5 years and 6 months,

Covenant for keeping the Son and his Wife and Children, and in Caſe of diſlike thereof, then to Leaſe a Tenement for that end.

months, next after the date hereof, or from the time that he ſhall refuſe the ſaid allowance as aforeſaid, for and during the term of the natural life of the ſaid *R.* the Father, the ſaid *R.* the Son, yielding and paying thereof yearly during the ſaid term to the ſaid *R.* the Father, the yearly Rent of 15 ſh. at the terms there uſual: And, that the ſaid Meſſuage, or Tenement, after the ſaid Leaſe to be made, ſhall be and continue, during the life of the ſaid *R.* the Father, clearly acquitted, exonerated, and diſcharged, or otherwiſe ſaved harmleſs, of all other Charges and Incumbrances had, made, done or ſuffered by the ſaid *R.* the Father, (the ſaid 5 l. and 5 ſh. only excepted.) Provided alwaies, and it is further agreed by and between the ſaid parties to theſe preſents; And the ſaid *R. M.* the Father, doth Covenant and grant, for himſelf, his Heirs, Executors, and Adminiſtrators, to and with the ſaid *M. W.* her Executors, and Adminiſtrators, that if it fortune the ſaid R. M. the Son to dye, during the life of the ſaid R. the Father, leaving Sons between him and the ſaid *A.* lawfully begotten, then the ſaid R. the Father, ſhall by his Deeds indented, Sealed with his Seal, whereof the ſaid R. ſhall deliver or cauſe to be delivered the one part to the ſaid *M.* her Executors, or Adminiſtrators, give, grant, limit, and appoint unto every one of the Sons that ſhall happen to be begotten of the bodies of the ſaid R. the Son, and *A.* (except ſuch as ſhall be the Heir apparent of the ſaid R.) the Son unto every of them ſeverally by his ſeveral Deed or Deeds indented, to be Sealed with his Seal, one Annuity or yearly Rent of 10 l. a piece; To have and to hold from the deceaſe of the ſaid R. the Son, for and during the life of every ſuch Son, iſſuing and going out of the ſaid Mannor of *C.* and of all the ſaid Lands, Tenements, and Hereditaments in *C.* aforeſaid (ſaving the ſaid Mannor-houſe of *C.* and the ſaid Park of *C.*) to be paid at the Mannor-houſe of *C.* aforeſaid, at the ſaid Feaſts of St. *M.* the Arch-angel, and the *Annunciation* &c. by even portions: *And*, that he the ſaid R. M. the Father, ſhall in every of the ſaid Deeds further limit and appoint, that if it happen any default of payment to be had or made, of or in the ſaid ſeveral Annuities or yearly Rents, or any of them, that then the ſaid Eſtate ſhall be, and the ſaid *F. L. P. W. T. M.* and *H. M.* and their Heirs, and the Survivor of them, and his and their Heirs ſhall ſtand and be ſeiſed of, and in ſo much of the ſaid Lands and Tenements in *C.* aforeſaid (except the ſaid Mannor-houſe of *C.* and the ſaid Park of *C.*) as ſhall be of the clear yearly value of 10 l. to and for every ſuch Son, to whom any ſuch Gift, Grant, Limitation, or Appointment, ſhall be ſo had or made, the ſaid Lands to be expreſſed and ſet out in every of the ſaid Deed, in certainty: To have and to hold the ſame to the uſe of every ſuch Son, unto whom any ſuch default of payment ſhall be had or made, for and during the term of his natural life, and after the deceaſe of every ſuch Son, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with all ſuch Remainders over, Uſes, and Limitations, and under all and every ſuch Conditions, and Proviſoes, as the ſame ſhould have been, if no ſuch new Aſſignment by virtue of this Proviſo had been made. Provided alſo, and it is likewiſe agreed, *And* alſo the ſaid R. the Father, for himſelf, his Executors, and Adminiſtrators, doth further Covenant with the ſaid *M.* her Executors, and Adminiſtrators, by theſe preſents, that if it fortune the ſaid

Covenant for making Annuities to the Sons of R. the Son.

Covenant for preſerving the Daughters of R. the Son.

ſaid R. M. the Son to dye, during the life of the ſaid R. the Father leaving Daughter or Daughters, between him and the ſaid *A.* lawfully begotten; That then the ſaid R. the Father ſhall and will by his Dead Indented Sealed with his Seal, whereof the ſaid R. the Father ſhall deliver or cauſe to be delivered the one part to the ſaid *M.* her Executors, or Adminiſtrators, grant, limit, and appoint, that he the ſaid R. the Father, and every ſuch perſon and perſons, to whom the ſaid Mannor of *C.* with the Appurtenances, and the ſaid Premiſſes, in *C.* aforeſaid, ſhall or ought to come after the death of the ſaid R. the Father in tayl, according to the limitation of theſe preſents, ſhall yearly after the end of the ſaid 10 years, mentioned in the ſaid tripartite Indenture, and after the time that the ſaid Sums of Money limited and appointed to be paid to the ſaid Daughters of the ſaid R. the Father, ſhall or may be received, or run up, according to the true meaning, intent, and limitation aforeſaid, content and pay, or cauſe to be paid to every of the ſaid Daughters that ſhall happen to be begotten of the bodies of the ſaid R. the Son, and *A* then living, the ſum of 100 l. a piece, for and towards their preferment and advancement, the ſame to be paid after the rate of 100 l. yearly, to every of them orderly, according to their ſeveral ages, at the Mannor-houſe of *C.* aforeſaid, upon the ſaid Feaſt dayes of the *Annunciation* of &c. and St. *M.* the Arch-angel, by even portions, until every ſuch Daughters ſhall have received 100 l. a piece: *And* that if it happen any default to be had or made, of or in the payment of the ſaid ſum of 100 l. a piece to every, or any of the ſaid Daughters, or any part thereof, that then the ſaid *F. L.* &c. and their Heirs, and the Survivor of them, and his and their Heirs, ſhall ſtand and be ſeiſed of and in ſo much Lands, Tenements, and Hereditaments in *C.* aforeſaid (whereof, the ſaid Mannor-houſe and Park of *C.* aforeſaid, to be no parcel) as ſhall be of the clear yearly value of 100 l. to be likewiſe expreſſed and ſet out in the ſaid Deed in certainty, to the uſe of every ſuch Daughter of the ſaid *R.* and *A.* for and until ſuch time as every ſuch Daughter, of the Iſſues and Profits thereof ſhall have received and had, or might have received and had, the full Sum of 100 l. a piece, or ſo much thereof as ſhall be behind and unpaid at the time of any ſuch default, and for and towards her preferment and advancement as aforeſaid; And after to the Uſe and Uſes, of every ſuch perſon and perſons, and in ſuch manner and form, and with all ſuch Remainders over, Uſes and Limitations, and under all and every ſuch Conditions, and Proviſoes, as the ſame ſhould have been, if no ſuch new Limitation, by virtue of this Proviſo, had been thereof had, or made. And furthermore, the ſaid *R. M.* the Father, doth Covenant, &c. to and with the ſaid *M. W.* her Executors, and Adminiſtrators, that the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, in *S.* great *M.* and *M.* aforeſaid mentioned and appointed to be aſſured and conveyed to the uſe of the ſaid *R.* the Son, and *A. W.* for her Joynture as is aforeſaid, at the Sealing and Delivery hereof, are, and be of the cleer yearly value of 100 l. over and above all Charges and Repriſes; And during the life of the ſaid *A.* ſhall remain and continue of the ſaid yearly value, any thing herein before done, or hereafter to be done by the ſaid *R. M.* the Father, or any other by his means, conſent, or procurement, to the contrary notwithſtanding.

Yearly value.

Quiet enjoyment.

And, that the ſaid *A.W.* and her Aſſigns, if ſhe over live the ſaid *R. M.* the Son, by virtue of the ſaid Aſſurance to be made as is aforeſaid, ſhall or lawfully may, have, hold, occupy, and enjoy the ſaid Manſion, Meſſuages, Lands, Tenements, and Hereditaments in *S.* great *M.* and *M.* aforeſaid mentioned and appointed to be aſſured and conveyed to the uſe of the ſaid *A.* for her Joynture, as is aforeſaid, according to the form, intents, limitations, and meanings in theſe Preſents contained and expreſſed, quietly and peaceably, without any lawful let, trouble, or interruption of the ſaid *R. M.* the Father, his Heirs and Aſſigns, or any other, claiming by or from the ſaid *R.* the Father, or under his Eſtate (Leaſes made before the Feaſt of St. *M.* the Arch-angel, laſt paſt, for the term of 3 lives, or under, or 20 years or under,) whereupon the accuſtomed Rents and Services, or more, are reſerved and payable yearly to the ſaid *R.* the Father, his Heirs and Aſſigns, during every ſuch term, contained, in every ſuch Leaſe, and the ſaid Leaſe or Grants before in theſe Preſents limited and appointed to be made of the ſaid Capital Meſſuage of *M.* and the Lands and Tenements commonly accounted, uſed or occupied, as Demeſne Lands, to the ſaid Capital Meſſuage belonging or appertaining, to the uſe of the ſaid *M.* wife to the ſaid *R. M.* the Father, for the term of her life, whereupon the yearly Rent of 40 l. is, or ſhall be reſerved and payable as is aforeſaid, during the ſaid term, alwayes excepted and forepriſed.

Conſiderations.

In Conſideration of which ſaid Premiſſes, the ſaid *M. W.* doth Covenant to pay to *R. M.* the elder 1000 l. of lawful Money of *England*, in manner and form following, *viz.* 500 l. before or upon the day of the Marriage of *R. M.* the ſon, and *A.* and 300 l. &c. and 200 l. &c. In Witneſs, &c.

An Indenture to lead the uſe of Recovery.

Conſideration.

This Indenture made, &c. between *A. B.* of *C.* &c. Gent. of the one part, and *E. F.* of *G.* and *H. J.* of, &c. Gent. and *L. M.* &c. Gent. of the other part, Witneſſeth, That for and in conſideration of a good and perfect Aſſurance to be had and made of all and ſingular the Lands, Tenements, and Hereditaments hereafter in theſe Preſents mentioned; It is Covenanted, Granted, Condiſcended and Agreed upon between the ſaid Parties by theſe preſents mentioned, *And* the ſaid *A. B.* for himſelf, doth Covenant and Grant to and with the ſaid *E. F.* and *H. J.* their Heirs, &c. That he the ſaid *A. B.* ſhall and will before the Feaſt of &c. next enſuing the date hereof, ſuffer the ſaid *E. F.* and *H. J.* to bring and ſue out of the Kings Majeſties Court of *Chancery* one Original Writ of Entry upon the *Diſſeſin* in the *Poſt* againſt the ſaid *A. B.* directed to the Sheriff of the County of *L.* returnable before the Juſtices of the Common Pleas at *Weſtminſter*, at a certain day in the ſame Writ to be contained. In which Writ, the ſaid *E. F.* and *H. J.* ſhall demand againſt the ſaid *A. B.* all the Meſſuages and Lands called, &c. in the Tenure or Occupation of &c. lying and being in &c. and that he

A Covenant to ſue out a Writ of Entry in the Poſt by a day.

the

the ſaid *A. B.* to the ſaid Writ ſhall appear before the ſaid Juſtices at the day of the return thereof in proper perſon, or by Attorney lawfully Authorized in the Law; after which ſaid appearance, the ſaid *E. F.* and *H. J.* upon the ſaid Writ ſhall declare againſt the ſaid *A. B.* after which Declaration, the ſaid *A. B.* ſhall make defence, and Vouch the common Vouchee to Warrant, and the ſaid common Vouchee ſhall thereupon appear before the ſaid Juſtices, and enter into warranty in his own proper perſon, and after declare againſt him according to the nature of the ſame Writ, and the Vouchee ſhall imparle, and after ſuch imparlance make default and depart in deſpite of the Court, to the intent that a good perfect Recovery and Judgement may be had againſt the ſaid *A. B.* and ſo over againſt the Vouchee according to the Courſe of Common Recoveries in that caſe uſed, and Judgement and Execution thereupon had by the ſaid *L. M.* &c. their Heirs and Aſſigns, againſt the ſaid *A. B.* and all others, by, from, or under his Eſtate and Intereſt, and after ſuch Recovery, Judgement and Execution had, from thenceforth ſhall ſtand and be ſeized of the ſaid Meſſuages, Lands, and Tenements, and after the Premiſſes, with their Appurtenances before mentioned to the only proper uſe and behoof the ſaid *A. B.* his Heirs and Aſſigns, of a good and perfect Eſtate in Fee-ſimple, and to no other intent or purpoſe whatſoever. **In Witneſs**, &c.

For ſuffering a Recovery to make a Fee-ſimple.

This Indenture, &c. between *A. B.* of &c. Eſq; on the one part, and *C. D.* of &c. Gent. and *E. F.* of &c. Gent. and *G. H.* and *J. L.* on the other part, **Witneſſeth**, That the ſaid *A. B.* party to theſe preſents, is and ſtandeth ſeiſed of an Eſtate of an Inheritance in Fee-Tayl general, *viz.* to him, and to the Heirs Males of his body lawfully begotten, with divers Remainders over, of and in divers Mannors, Lordſhips, Parſonages, Tythes, Lands, Tenements, and Hereditaments, with the Appurtenances, ſet lying, and being in the ſeveral Counties of *D.* and *S.* and hereafter more particularly named. *And* whereas the ſaid *A. B.* is reſolutely, determined, to clear his ſaid Mannors, Lands, Tenements, and the Eſtate and Title thereof, all former Eſtates, and Uſes, and Limitations of Uſes and Eſtates, and Uſes in Tail which have been thereof formerly made, to the intent and purpoſe, that the ſaid Mannors, Meſſuages, Lands, and Tenements, may be eſtabliſhed unto the ſaid *A. B.* and his Heirs for ever. And that the ſaid *A. B.* may have a good and abſolute Eſtate in Fee-ſimple of, and in the ſame; and alſo full Power and Ability of all the ſaid Mannor, Lands, Tenements and Hereditaments in theſe preſents ſpecified, to make Eſtates, and to limit Uſes thereof, according as it ſhall ſeem good unto him. **Now** therefore the ſaid *A. B.* for the more ſure and better performance of his intended purpoſe for himſelf, his Heirs, &c. and every of them, doth covenant, grant, conclude, condiſcend, and fully agree, to and with the ſaid *C. D.* and *E. F.* their Executors,

A Covenant to aſſure Lands by a day.

Quiet enjoyment. And, that the ſaid *A.W.* and her Aſſigns, if ſhe over live the ſaid *R. M.* the Son, by virtue of the ſaid Aſſurance to be madē as is aforeſaid, ſhall or lawfully may, have, hold, occupy, and enjoy the ſaid Manſion, Meſſuages, Lands, Tenements, and Hereditaments in *S.* great *M.* and *M.* aforeſaid mentioned and appointed to be aſſured and conveyed to the uſe of the ſaid *A.* for her Joynture, as is aforeſaid, according to the form, intents, limitations, and meanings in theſe Preſents contained and expreſſed, quietly and peaceably, without any lawful let, trouble, or interruption of the ſaid *R.M.* the Father, his Heirs and Aſſigns, or any other, claiming by or from the ſaid *R.* the Father, or under his Eſtate (Leaſes made before the Feaſt of St. *M.* the Arch-angel, laſt paſt, for the term of 3 lives, or under, or 20 years or under,) whereupon the accuſtomed Rents and Services, or more, are reſerved and payable yearly to the ſaid *R.* the Father, his Heirs and Aſſigns, during every ſuch term, contained, in every ſuch Leaſe, and the ſaid Leaſe or Grants before in theſe Preſents limited and appointed to be made of the ſaid Capital Meſſuage of *M.* and the Lands and Tenements commonly accounted, uſed or occupied, as Demeſne Lands, to the ſaid Capital Meſſuage belonging or appertaining, to the uſe of the ſaid *M.* wife to the ſaid *R. M.* the Father, for the term of her life, whereupon the yearly Rent of 40 l. is, or ſhall be reſerved and payable as is aforeſaid, during the ſaid term, alwayes excepted and *Conſiderations.* forepriſed. In Conſideration of which ſaid Premiſſes, the ſaid *M. W.* doth Covenant to pay to *R.M* the elder 1000 l. of lawful Money of *England*, in manner and form following, *viz.* 500 l. before or upon the day of the Marriage of *R.M.* the ſon, and *A.* and 300 l. &c. and 200 l. &c. In Witneſs, &c.

An Indenture to lead the uſe of Recovery.

Conſideration. THis Indenture made, &c. between *A.B.* of *C.* &c. Gent. of the one part, and *E.F.* of *G.* and *H.J* of, &c. Gent. and *L.M.* &c. Gent. of the other part, Witneſſeth, That for and in conſideration of a good and perfect Aſſurance to be had and made of all and ſingular the Lands, Tenements, and Hereditaments hereafter in theſe Preſents mentioned; It is Covenanted, Granted, Condiſcended and Agreed upon between the ſaid Parties by theſe preſents mentioned, *And* the ſaid *A. B.* for himſelf, doth Covenant and Grant to and with the ſaid *E. F.* and *H. J.* their Heirs, &c. That he the ſaid *A.B.* ſhall and will before the Feaſt of &c. next enſuing the date hereof, ſuffer the ſaid *E. F.* and *H.J.* to bring and ſue out of the Kings Majeſties Court of *Chancery* one Original Writ of Entry upon the *Diſſeiſin* in the *Poſt* againſt the ſaid *A. B.* directed to the Sheriff of the County of *L.* returnable before the Juſtices of the Common Pleas at *Weſtminſter*, at a certain day in the ſame Writ to be contained. In which Writ, the ſaid *E.F.* and *H.J.* ſhall demand againſt the ſaid *A. B.* all the Meſſuages and Lands called, &c. in the Tenure or Occupation of &c. lying and being in &c. and that he

A Covenant to ſue out a Writ of Entry in the Poſt by a day.

the

the ſaid *A. B.* to the ſaid Writ ſhall appear before the ſaid Juſtices at the day of the return thereof in proper perſon, or by Attorney lawfully Authorized in the Law; after which ſaid appearance, the ſaid *E. F.* and *H. J.* upon the ſaid Writ ſhall declare againſt the ſaid *A. B.* after which Declaration, the ſaid *A. B.* ſhall make defence, and Vouch the common Vouchee to Warrant, and the ſaid common Vouchee ſhall thereupon appear before the ſaid Juſtices, and enter into warranty in his own proper perſon, and after declare againſt him according to the nature of the ſame Writ, and the Vouchee ſhall imparle, and after ſuch imparlance make default and depart in deſpite of the Court, to the intent that a good perfect Recovery and Judgement may be had againſt the ſaid *A. B.* and ſo over againſt the Vouchee according to the Courſe of Common Recoveries in that caſe uſed, and Judgement and Execution thereupon had by the ſaid *L. M.* &c. their Heirs and Aſſigns, againſt the ſaid *A. B.* and all others, by, from, or under his Eſtate and Intereſt, and after ſuch Recovery, Judgement and Execution had, from thenceforth ſhall ſtand and be ſeized of the ſaid Meſſuages, Lands, and Tenements, and of the Premiſſes, with their Appurtenances before mentioned to the only proper uſe and behoof the ſaid *A. B.* his Heirs and Aſſigns, of a good and perfect Eſtate in Fee-ſimple, and to no other intent or purpoſe whatſoever. **In Witneſs**, &c.

For ſuffering a Recovery to make a Fee-ſimple.

This Indenture, &c. between *A. B.* of &c. Eſq; on the one part, and *C. D.* of &c. Gent. and *E. F.* of &c. Gent. and *G. H.* and *J. L.* on the other part, **Witneſſeth**, That the ſaid *A. B.* party to theſe preſents, is and ſtandeth ſeiſed of an Eſtate of an Inheritance in Fee-Tayl general, *viz.* to him, and to the Heirs Males of his body lawfully begotten, with divers Remainders over, of and in divers Mannors, Lordſhips, Parſonages, Tythes, Lands, Tenements, and Hereditaments, with the Appurtenances, ſet lying, and being in the ſeveral Counties of *D.* and *S.* and hereafter more particularly named. *And* whereas the ſaid *A. B.* is reſolutely, determined, to clear his ſaid Mannors, Lands, Tenements, and the Eſtate and Title thereof, all former Eſtates, and Uſes, and Limitations of Uſes and Eſtates, and Uſes in Tail which have been thereof formerly made, to the intent and purpoſe, that the ſaid Mannors, Meſſuages, Lands, and Tenements, may be eſtabliſhed unto the ſaid *A. B.* and his Heirs for ever. And that the ſaid *A. B.* may have a good and abſolute Eſtate in Fee-ſimple of, and in the ſame; and alſo full Power and Ability of all the ſaid Mannor, Lands, Tenements and Hereditaments in theſe preſents ſpecified, to make Eſtates, and to limit Uſes thereof, according as it ſhall ſeem good unto him. Now therefore the ſaid *A. B.* for the more ſure and better performance of his intended purpoſe for himſelf, his Heirs, &c. and every of them, doth covenant, grant, conclude, condiſcend, and fully agree, to and with the ſaid *C. D.* and *E. F.* their Executors,

A Covenant to aſſure Lands by a day.

Executors, &c. and to and with every of them by these Presents, That he the said *A. B.* shall and will on this side, or before the Feast of, &c. next coming, by his sufficient Deed or Indenture inrolled on Record, or other his Deed of Feoffment in Writing under his Hand and Seal, by him the said *A. B.* in his own person, lawfully and perfectly to be executed; Give, grant, convey and assure unto them the said *C. D.* &c. and their Heirs, and the Survivor of them, and his Heirs, all and singular those his Mannors, Lordships, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, with all and singular their Appurtenances, lying and being in &c. and the Reversion and Reversions, Remainder and Remainders of the same. *And* likewise all those his Mannors or Lordships of &c. with all and singular their Appurtenances; To the intent and purpose only, that they the said *C. D.* and *E. F.* and their Heirs, and the Survivor of them, may become perfect Tenant or Tenants of the Free-hold of the Premisses, so as lawful Recoveries with double Vouchers may be had by the said *G. H.* and *J. L.* or by the Survivor or Survivors of them against them the said *C. D.* and *E. F.* and their Heirs, or the Survivor of them and his Heirs, to, for, and acccording to the uses, intents, limitations, provisoes, and agreements hereafter in these Presents limited, expressed, declared, or intended. And for the better and more perfect declaration of the use, uses, intent, purpose, meaning, cause and considerations, as well of the making of the said Indentures, or Deed of Feoffment indented, and the execution thereof: And also of the acknowledging and sufferings of such said Recoveries so thereof covenanted, mentioned, or intended to be had and acknowledged as aforesaid. It is further covenanted, granted, and fully agreed, by and between all the said Parties to these present Indentures for them and every of them, and for their and every of their Heirs, that the said Deed of Feoffment, Assurances thereof before covenanted to be had and made of the said premisses, unto them the said *C. D.* and *E. F.* and their Heirs, and the Survivor of them and his Heirs, shall be to the use of the said *C. D.* &c. and their Heirs, for and during and until such time as they the said *G. H.* and *J. L.* and their Heirs, or the Survivor of them and his Heirs, shall and may without any fraud or covin, according to the ordinary course of common Recoveries, might have recovered the same Premisses against the said *C. D.* or their Heirs, according to the true meaning of these presents. And further, it is fully agreed by all the said Parties to these presents, That after such Recoveries had as aforesaid, as well the said Feoffment and other Assurances, as also all such Recovery and Recoveries so to be had or suffered, of and upon the said Mannors and Lordships, and other the said Messuages, Lands, Tenements, and Hereditaments, and other the Premisses, or any part or parcel thereof, according to the true meaning of these Presents, by and immediately after the suffering of the same, shall be and shall be adjudged, construed, and taken to be. And also, that they the said *G. H.* &c. and their Heirs, and the Survivor of them and his Heirs, shall stand and be seised of, for, and touching all and singular the said Mannors and Lordships, and other the aforesaid Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments, and all other the Premisses, with all and singular

The Uses.

for their Appurtenances, and every part and parcel thereof, whereof ſuch ſaid Recovery or Recoveries, ſhall be ſuffered, to and for the only uſe and behoof of the ſaid *A. B.* party to theſe Preſents, and his Heirs for ever, and to no other uſe, intent, or purpoſe in any wiſe, any uſe limitation of uſe, or other Conveyance or Aſſurance thereof formerly made, in any wiſe notwithſtanding. *And laſtly*, it is Concluded and Agreed between the ſaid parties; *And* the ſaid *A. B.* for him and his Heirs, doth Covenant and Agree to and with the ſaid *C. D.* and *E. F.* by theſe Preſents, That if the ſaid Deed of Feoffment ſhall not, or be not perfectly made and executed in part or in all before the ſaid Feaſt of &c. next coming, That then and from and after the ſaid Feaſt-day, the ſaid *A. B.* and his Heirs, and all other perſon and perſons that now are or before the ſaid Feaſt-day ſhall be ſeized of the ſaid Mannors, Meſſuages, Lands, Tenements, and other the Premiſſes, or any part thereof, for and in conſideration of the Advancement of the Blood and Iſſues of the ſaid *A. B.* as well Sons as Daughters; and for the intent perfect Recoveries may thereof, and of every part thereof, be ſuffered and had againſt the ſaid *C. D.* and *E. F.* or the Survivor of them, ſhall ſtand and be thereof, or of ſuch part thereof, whereof no ſuch perfect Execution ſhall be had to the uſe of the ſaid *C. D.* and *E. F.* and their Heirs, until ſuch time as ſuch Recovery or Recoveries ſhall or may be ſuffered and had, as is aforeſaid, and afterwards to the uſe of the ſaid *A. B.* and his Heirs for ever. *In Witneſs*, &c.

The Uſes in caſe the Feoffment be not executed

For the keeping of a Child for 10 *years, and in the end of the term to pay his Portion.*

THis Indenture, &c. between *A. B.* of *C.* in the County of *L.* Gent. of the one part; and *C. D.* of &c. Gent. of the other part, Witneſſeth, That the ſaid *A. B.* for divers good cauſes and conſiderations him thereunto moving, and eſpecially for and in conſideration of the Sum of &c. unto him the ſaid *A. B.* by the ſaid *C. D.* at and before the enſealing and delivery of theſe Preſents, well and truly contented and paid, whereof and wherewith the ſaid *A. B.* doth acknowledge himſelf fully ſatisfied, contented and paid: Hath covenanted &c. and by theſe Preſents doth covenant, &c. for him, his Heirs, Executors, and Adminiſtrators, to and with the ſaid *C. D.* his Heirs, Executors, and Adminiſtrators by theſe Preſents, That he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns upon his or their own proper coſts and charges, ſhall and will find and keep at School, or cauſe to be found and kept with ſufficient and wholſom meat, drink, cloaths, books, and lodging, one *O. D.* Son of the ſaid *C. D.* meet and convenient for him to have, from the day of the date of theſe preſents, for and during the term and time of 10 years, from thence enſuing, fully to be compleat, ended, and determined, if the ſaid *O. D.* ſo long ſhall live, and at or in the end of the ſaid 10 years ſhall and will repay unto the ſaid *C. D.* his Executors or Aſſigns, the ſaid Sum of &c. of good and lawful money of *England*, Provided alwayes

alwayes, and it is covenanted, concluded, and fully agreed by and between the ſaid parties to theſe preſents, *And* the ſaid *A. B.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, by theſe preſents; That if it pleaſe God to call the ſaid *O. D.* out of this tranſitory life, before the expiration of the ſaid term of 10 years, that then he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them, within one whole year, next after the day of the deceaſe of the ſaid *O. D.* ſhall and will repay, or cauſe to be re-paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, at one whole and entire payment, the ſaid Sum of &c. without fraud, or further delay. And alſo, provided, and it is covenanted, concluded, and fully agreed by and between the ſaid parties to theſe Preſents, that if the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, at any time hereafter during the ſaid term of 10 years, do, or ſhall miſlike, or find fault with the keeping or finding of the ſaid *O. D.* as aforeſaid, and ſhall give notice or warning thereof unto the ſaid *A. B.* his Executors, or Adminiſtrators, that then the ſaid *A. B.* his Executors or Adminiſtrators, within one whole year next after Notice given as aforeſaid, ſhall and will re-deliver and pay, or cauſe to be re-delivered and paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, not only the ſaid Sum of &c. in whole and entire payment: but alſo the ſaid *O. D.* if he ſhall be then living. And further provided, and it is likewiſe covenanted, concluded, and fully agreed, by and between the ſaid parties to theſe Preſents, that if the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, do at any time hereafter during the ſaid term of 10 years, miſlike of the keeping, maintaining, and finding of the ſaid *O. D.* as aforeſaid; and not only give unto the ſaid *C. D.* his Executors, or Adminiſtrators, one whole years notice and warning of his or their ſuch diſlike: but alſo do at the end of the ſaid year, well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the ſame or in &c. at one whole and entire payment, the ſaid Sum of &c. That then, and from and immediately after ſuch notice, warning, and payment made of the ſaid Sum of &c. as aforeſaid, he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will diſburthen and releaſe the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, and every of them, not only of and from the finding, keeping, and maintaining of the ſaid *O. D.* as aforeſaid, but alſo of the ſaid Sum of &c. as if theſe preſents had never been had or made, any thing before in theſe preſents mentioned to the contrary thereof, in any wiſe notwithſtanding. And finally, for the ſure and true performance and accompliſhment of all and ſingular the Articles, Covenants, Grants, and Agreements, above recited, which upon the part and behalf of the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, are or ought to be obſerved, performed, fulfilled, and kept, the ſaid *A. B.* is contented to ſtand bound unto the ſaid *C. D.* by his Writing Obligatory, dated with theſe preſents, in the Sum of &c. of good and lawful money of *England*. In Witneſs, &c.

If the Childe dye within the term to pay back the mony.

If C.D. *do not like the keeping of the Child: within a year after notice.* A.B. *to re-deliver the money and the Child.*

If A.B. *do diſlike, upon notice thereof and re-payment of the Money* C.D *to releaſe him.*

A.B. bound for performance of the Covenants on his part.

for

For levying of a Fine to ſtrengthen a Leaſe before made in Reverſion.

THis Indenture, &c. between *W. D.* of &c. in the County of *L.* Eſq, and *S.* his Wife, of the one part; and *R. B.* of &c. of the other part, *Witneſſeth*, That *whereas* the ſaid *W. D.* and *S.* his Wife, by their Indenture of Leaſe, bearing date, &c. Have Demiſed and let to Farm to the ſaid *R. B.* and his Aſſigns, for the term of 21 years next enſuing, after the death of the Survivor or longer liver of *M.* wife of the ſaid *R.* and *H. L.* ſiſter of the ſaid *M.*, or from the end of one Leaſe determinable upon their lives, all that one Meſſuage or Tenement, and all Lands, Meadows, Cloſes, Paſtures and Cloſures of Land, Common of Paſture, and Turbary, to the ſaid Meſſuage or Tenement belonging or appertaining, or with the ſame uſually occupied, demiſed, or letten, or accepted, repated, taken, or known, as part, member, or parcel thereof, ſcituate, lying, and being in *B.* aforeſaid, then or late in the Tenure or Occupation of the ſaid *R. B.* for certain yearly Rents and Services to be paid and done for the ſame. And whereas alſo the ſaid *W. D.* and *S.* his Wife, by the ſame Indenture did alſo covenant and grant to and with the ſaid *R. B.* his Executors and Aſſigns, and every of them, to make all ſuch further aſſurance or aſſurances of the Premiſſes, to the ſaid *R. B.* and his Aſſigns, for the term aforeſaid, as ſhould be reaſonably deviſed, by the ſaid *R. B.* or his Aſſigns, or his or their learned Councel, as by the ſaid Indenture of Leaſe, it doth and may more at large appear. Now the ſaid *W. D.* and *S.* his Wife, for the accompliſhment of the ſaid Covenant and Grant mentioned in the ſaid Indenture, and for the good and perfect aſſurance of the ſame Premiſſes to the ſaid *R. B.* according to the tenor and effect of the ſaid Indenture, do covenant and grant for them, and the Heirs and Aſſigns of the ſaid *W.* to and with the ſaid *R. B.* his Executors and Aſſigns, that they the ſaid *W. D.* and *S.* ſhall and will at the next Aſſizes, or generall great Seſſions, for Pleas to be holden at *C.* in the County of *C.* before the Kings Majeſties Juſtices, or their Deputies there for the time being, levy and acknowledge a Fine with Proclamations to *T. R.* and *J. A.* Yeomen, of the ſame Premiſſes, by the name of one Meſſuage, one Garden, 20 Acres of Land, 10 Acres of Meadow, 20 Acres of Paſture, and 4 Acres of Turbary, with their Appurtenances in *B.* and the ſame ſhall acknowledge to be the right of the ſaid *T. R.* and *J. A.* as theſe which the ſaid *T. R.* and *J. A.* have of the Gift of the ſaid *W. D.* and *S.* and the ſame ſhall remiſe and quit claim for them and their Heirs to the ſaid *T.* and *J.* and the Heirs of the ſaid *T.* for ever. And further more, the ſaid *W. D.* and *S.* and the Heirs of the ſaid *W.* ſhall by the ſame Fine warrant the ſame Premiſſes to the ſaid *T. R.* and *J. A.* and the Heirs of the ſaid *T.* againſt all men for ever. And ſo ſhall ſuffer the ſame Fine and Proclamations thereupon, to proceed according to the common courſe of Fines and Proclamations within the ſaid County of *C.* And it

Recital of a Leaſe.

A Covenant to levy a Fine.

To warrant the Lands in the Fine to be mentioned.

That the Fine shall extend to no other Lands than what are mentioned in the Leaſe.

it is agreed between the ſaid Parties, That the ſaid Fine ſo to be levied and acknowledged as is aforeſaid, ſhall only extend to the Lands and Tenements mentioned and expreſſed in the ſaid Indenture of Leaſe, and to none other Lands or Tenements in any wiſe. And ſhall likewiſe after the levying and ingroſſing thereof, be adjudged, taken, and reputed to be, to and for the preſervation of the Eſtate of the ſaid *R. B.* and his Aſſigns, in and to the ſame Premiſſes contained in the ſaid Indenture of Leaſe, for and during the Term mentioned in the ſaid Leaſe. And that then the ſaid *W. D.* and *S.* and the Heirs of the ſaid *W.* ſhall ſtand and be ſeized thereof to the uſe of the ſaid *R.* and his Aſſigns, for and during the Term before ſpecified, according to the intent and meaning of the ſaid Indentures of Leaſe. And after the determination of the ſaid Term, to the Uſe and Behoof of the ſaid *W. D.* and the the Heirs of the ſaid *W.* for ever, and to no other uſe, intent, or purpoſe in any wiſe. *In Witneſs*, &c.

The uſe after determination of the Leaſe.

Whereby the Father covenanteth with his Son and Heir apparent, to Eſtate him and his Wife in certain Lands before a day limited.

THis Indenture &c. Between *R. H.* of &c. in the County of *L.* Gent. of the one part, and *Ra. H.* Son and Heir apparant of the ſaid *Ri. H.* of the other part, *Witneſſeth*, That it is covenanted, granted, concluded and agreed by and between the ſaid Parties to theſe preſents, in manner and form as hereafter followeth: That it is to ſay, *Firſt*, the ſaid *Ri. H.* doth covenant, grant, conclude and agree, to and with the ſaid *Ra. H.* his Executors and Adminiſtrators, by theſe Preſents, That he the ſaid *Ri.* ſhall and will at and upon the reaſonable requeſt, coſts and charges of the ſaid *Ra.* or his Aſſigns, before the Feaſt-day of &c. next after the date hereof, demiſe, grant and paſs over to the ſaid *Ra. H.* and *B.* his Wife, and their Aſſigns, one Meſſage or Tenement of him the ſaid *Ri. H.* ſcituate, lying, and being in *H.* near *W.* in the ſaid County of *L.* late in the Tenure or Occupation of *J. L.* *H.* aforeſaid, Yeoman, deceaſed: And all the Houſes, Edifices, Buildings, Lands, Tenements, and Hereditaments thereunto belonging, with their and every of their Appurtenances whatſoever, containig by eſtimation &c. *To have, hold, occupy, and enjoy* the ſaid Houſes, Buildings, Lands, Tenements, and all other the Premiſſes, with their Appurtenances, unto the ſaid *Ra.* and *B.* his wife, and their Aſſigns, from the 10 day of *J.* which ſhall be in the year of our Lord God, according to the Computation of the Church of *England*, &c. for and during the term of 40 years from thence next enſuing, and fully to be compleat and ended, if the ſaid *Ra.* and *B.* his Wife, or either of them ſo long do live, yielding and paying therefore yearly during the ſaid Term to the ſaid *Ri. H.* his Heirs and Aſſigns, one Pepper Corn at the Feaſt of *P.* (being lawfully demanded) for all and all manner of Rents, Suits, Services, and Demands whatſoever. And the ſaid *Ri. H.* doth alſo covenant &c. to and with ſaid *Ra.* his Executors and Adminiſtrators by theſe

A Covenant to convey part over to own in tayle.

theſe Preſents, That he the ſaid *Ri.* ſhall and will before the Feaſt of &c. next at and upon the reaſonable requeſt, coſts, and charges of the ſaid *Ra.* or his Aſſigns, convey, aſſure, and paſſe over unto the ſaid *Ra. H.* and to the Heirs Males of the body of the ſaid *Ra.* lawfully begotten, or to be begotten upon the body of the ſaid *B.* or any other woman whom he the ſaid *Ra.* ſhall after the deceaſe of the ſaid *B.* fortune to marry: All ſuch ancient Lands, Tenements, Rents, Reverſions, Services, and Hereditaments of him the ſaid *Ri.* in *F. H.* and *M.* in the County of *L.* which did deſcend and come to the ſaid *Ri.* from *J. H.* deceaſed, Father of the ſaid *Ri.* as Son and Heir of the ſaid *J.* together with one Acre of Land, lying and being in *H.* aforeſaid, which the ſaid *Ri.* had by exchange of and from *J. S.* of *S.* in the ſaid County of *L.* Eſq; for other Lands about the ſame quantity and quality: *To have and to hold* the ſaid Lands, Tenements, Rents, Reverſions, Remainders, Services, and Hereditaments, with their Appurtenances, unto the ſaid *Ra. H.* and to the Heirs Males of his body lawfully begotten, and to be begotten, from and immediately after the ſeveral deaths and deceaſe of the ſaid *Ri. H.* and *M.* one Leaſe of part of the Premiſſes made to *T. H.* for the term of &c. bearing date &c. only excepted and forepriſed. And the ſaid *Ri. H.* doth further covenant &c. to and with the ſaid *Ra. H.* his Executors by theſe Preſents, that he, the ſaid *Ri. H.* ſhall and will before the Feaſt of &c next coming, at, and upon the reaſonable requeſt, coſts and charges of the ſaid *Ra.* or his Aſſigns, convey, aſſure, and paſs over, to the ſaid *B. H.* and her Aſſigns, the third part of the Manſion-Houſe of the ſaid *Ri. H.* ſituate and being in *F.* aforeſaid: And all the Houſes, Buildings, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, and Common of Paſture in *F.* aforeſaid, and likewiſe the Turbary thereunto belonging, with their Appurtenances whatſoever, together with the 3d part of the Rent of the ſaid Meſſuage or Tenement in *H.* aforeſaid, late in the Tenure of *J. L.* deceaſed, in full recompence and ſatisfaction of her Dower, or Title of Dower, in, or, to any of the Meſſuages, Lands or Tenements, of the ſaid *Ri. H.* in the County of *L.* or elſe where in the Kingdom of *England*: *To have, hold, occupy and enjoy* the 3d. part of the Manſion Houſe, and all other the laſt before mentioned Premiſſes, with their Appurtenances, to the ſaid *B. H.* and her Aſſigns, from and immediately after the ſeveral deceaſes of the ſaid *Ri. H.* and *M.* his Wife; and the ſaid *Ra. H.* for and during the term of 40 years then next following, fully to be expired and determined (if the ſaid *B.* ſo long ſhall live) and if it ſhall fortune the ſaid *B.* to have iſſue Male by the ſaid *Ra. H.* then living, ſo that the ſaid *B.* ſurviving and over-living the ſaid *Ra.* do keep her ſelf ſole and unmarried, or do not miſcarry or miſ-govern her ſelf. And if it ſhall happen the ſaid *B.* to have no iſſue Male by the ſaid *Ra. H.* living at the time of the Commencement of her ſaid Eſtate, or to ſurvive or over-live the ſaid *Ra. H.* or after the deceaſe of the ſaid *Ra.* to joyn her ſelf in Marriage with any perſon, or to miſgovern her ſelf, then the ſaid *Ri. H.* doth further Grant and Covenant to and with the ſaid *Ra. H.* his Executors, &c. by theſe Preſents, by the ſame or ſuch like Aſſurance, to Aſſure and Paſs over unto the ſaid *B.* before the Feaſt of &c. next coming, at, and upon the reaſonable requeſt,

A Covenant to convey a 3d. part to another perſon.

A Covenant that if a woman marry or miſgovern her ſelf then to marry another.

queſt, coſts and charges of the ſaid R*a.* or his Aſſigns &c. one Houſe or Cottage of him the ſaid *Ri.* containing 2 Bayes of Building, Scituate, ſtanding and being in *F.* aforeſaid, now in the Occupation of *E. G.* Wid. or of her Aſſigns, and 3 Acres of Land, of him the ſaid *Ri. H.* lying and being in *F.* aforeſaid, adjoyning to the ſaid Houſe, with the Wayes, Liberties, Eaſements &c. thereunto belonging, with their Appurtenances, *To have and to hold* the ſaid Houſe or Cottage, and 3 Acres of Land, with the Appurtenances to the ſaid *B.* and her Aſſigns, from and immediately after the ſeveral deceaſes of the ſaid *Ri. M.* and *Ra. H.* for and during the term of 40. years from thence next following fully to be expired and determined, if the ſaid *B.* ſo long do live, in full recompence and ſatisfaction of her ſaid Dower. *And* the ſaid *Ri. H.* for himſelf, his Heirs, Executors and Adminiſtrators, doth alſo further Covenant, Promiſe and Grant, to, and with the ſaid *Ra. H.* his Executors and Adminiſtrators by theſe Preſents, That if it ſhall fortune the ſaid R*a.* to deceaſe without iſſue Male of his body, that he the ſaid R*i. H.* ſhall, and will well and truly content, and pay, or cauſe to be contented and paid to the Daughter or Daughters of the ſaid R*a. H.* lawfully begotten, 20*l.* of lawful *Engliſh* mony within 3 years next after the deceaſe of the ſaid R*a.* for and towards the preferment and the advancement of the ſaid Daughter or Daughters. *And* that all the ſeveral Clauſes, Covenants and Agreements, &c. above ſpecified, may well and truly be performed, accompliſhed and kept, by and on the behalf of the ſaid R*i. H.* his Heirs, &c. he the ſaid R*i. H.* doth acknowledge himſelf to ſtand bound to the ſaid R*a.* in the Sum of &c. and the ſaid R*a. H.* for himſelf, &c. doth Covenant, Promiſe and Grant, to and with the ſaid R*i. H.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid R*a. H.* his Heirs, Executors, Adminiſtrators, and Aſſigns ſhall and will permit and ſuffer the ſaid *M. H.* his Mother and her Aſſigns, *To have hold, occupy, and peaceably enjoy* that the ſaid Manſion-houſe of the ſaid R*i.* in *F.* aforeſaid. And all the Edifices, Buildings, Yards, &c, thereunto belonging, Together with all the Ancient Lands, Tenements, Rents, &c. of the ſaid R*i.* in *F. H.* and *M.* aforeſaid in the ſaid County of *L.* (the Meſſuage or Tenement by the ſaid R*i* granted to the ſaid *T.* for the Term aforeſaid, and the ſaid Tenement lately in the Tenure of the ſaid *J. L.* deceaſed, with the Lands, Tenements, Services, &c. to the ſaid ſeveral Meſſuages belonging; and likewiſe the Rent of the ſaid Tenement late in the Occupation of the ſaid *J. L.* deceaſed, only excepted) from and immediately after the deceaſe of the ſaid R*i. H.* for, and during the term of 40 years from thence next enſuing fully to be expired and determined (if the ſaid *M.* ſo long do live) to and for the moſt gain and profit of the ſaid *M.* and her Aſſigns, during the ſaid Term, *Yielding*, &c. *And* the ſaid R*i. H.* doth Covenant and Grant for him, &c. to and with the ſaid R*i. H.* his Executors, &c. by theſe preſents, That he the ſaid R*a.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall permit and ſuffer the ſaid *M. H.* his Mother during her natural life after the deceaſe of the ſaid R*i.* to take, receive, and perceive the Rent of the ſaid Tenement granted to the ſaid *T. H.* being 20*s.* by the year. *In Witneſs*, &c.

A Covenant that if one dye without iſſue, to pay a Sum of Money.

A Covenant to ſuffer a woman to enjoy the Lands after the death of her husband.

A Covenant to permit another to enjoy the rent of a Tenement.

Grimſtone

Covenants to make ſettlements and Convey Lands to uſes by Fines and Recoveries, &c.

THis Indenture made *the day of*, &c. between the Right Honourable *H.* Lord *S. L.* upon the firſt part. *H. S.* and *J. M.* of the 2d part, and *R. L.* &c. *G. L.* of the 3d part, *Witneſſeth*, That *whereas* the ſaid *H.* Lord *S.* is, and ſtandeth ſeized in Poſſeſſion, Reverſion, or Remainder of an Eſtate of Inheritance, of and in divers and ſundry Honours, Caſtles, Mannors, Lordſhips, Seigniories, Meſſuages, Parks, Chaſes, Lands, Tenements, Advowſons, Liberties, Franchiſes, and Hereditaments; all which, or moſt part thereof, have by long time remained and continued in the name and blood of the ſaid *H.* Lord *S.* And the reſidue having been of late time purchaſed and gotten by the ſaid *H.* Lord *S.* and his late Anceſtors, do yet ly and adjoyn ſo conviently and commodiouſly, to and for other his ancient Honours, Caſtels, Mannors, Lands and Poſſeſſions, that they may not be well ſeparated, divided, or alienes from the ſame: *Now*, for that the ſaid *H.* Lord *S.* mindeth, and intendeth to eſtabliſh all the ſaid Honours, Caſtels, Mannors, Lordſhips, Seigniories, Meſſuages, Parks, Chaſes, Lands, Tenements, Advowſons, Liberties, Franchiſes and Hereditaments hereafter in theſe Preſents ſpecified, to ſuch uſes, intents and purpoſes, as that the ſame may remain in the name, blood, and kindred of the ſaid Lord *S.* according to the uſes hereafter, thereof expreſſed and declared, for the better advancement and continuance of the houſe, honour, name and blood of the ſaid Lord *S.* and as a convenient portion or ſtay of living for the ſame, ſo long as it ſhall pleaſe God to permit and ſuffer the ſame. *And* for the advancement of ſuch his Sons and Children, and others Male and Female, as hereafter in theſe Preſents are nominated and mentioned; and for the Fatherly love, and natural affection which he beareth unto Sir *T. S.* Kt. his Son and Heir apparant, and for the preferment, advancement, and maintenance of the Eſtate of the ſaid Lady *Anne* Wife of the ſaid Sir *T. S.* with convenient ſtay of living, for her Joynture or Dower; And for divers and ſundry other great, weighty, reaſonable and lawful cauſes and conſiderations, him the ſaid Lord *S.* thereunto eſpecially moving, he the ſaid *H.* Lord *S.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant, and grant to, and with them the ſaid *H. S.* &c. and to, and with the Survivor and Survivors of them, his and their Heirs and Aſſigns, ſhall and will on this ſide, and before Feaſt of, &c. by ſeveral fines, with Proclamations by him the ſaid *H.* Lord *S.* in due form of Law to be had, knowledged, and levyed, of the ſaid Honours, Caſtels, Mannors, Meſſuages, Lands, Tenements, and Hereditaments and Premiſſes, and of every part and parcel thereof, ſufficiently and perfectly convey and aſſure unto them the ſaid *H.* Lord *S.* and *J. M.* or to the Survivor of them and to his Heirs, or their Heirs, or to the Heirs of one of them, and all and ſingular, thoſe his Honours, Caſtels, Mannors, Lordſhips, Seigniories, Fees, Meſſuages, Lands, Tenements, Parks, Chaſes, Franchiſes, Liberties, Free Warrens,

Conſiderations.

Covenant to convey the Lands, &c.

Particulars.

rens, Patronages, Advowſons, Rents, Services, Cole-Mines, Lead-Mines, Stone-Quarries, and all other his Hereditaments, lying, and being in the ſeveral Counties of *T. D. N. B.* and in the County of the City of *T.* hereafter in theſe Preſents named mentioned or recited; That is to ſay, all that the Honour, Mannor, and Caſtle of *B.* with the Appurtenances, in the ſaid County of *T.* and alſo the ſeveral Seigniories and Fees of *B.* and *E.* with the Appurtenances, in the ſaid County of *T.* with all their, and every of their Rights, Members, and Appurtenances: And alſo all and ſingular the ſeveral Mannors and Lordſhips of *E. V.* and alſo all the Suits, Seigniories, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, and Perquiſites of Courts and Leets, View of Frankpledge, and all that to it appertaineth; and alſo all other Royalties, Franchiſes, and Liberties whatſoever, unto the ſaid ſeveral Mannors or Lordſhips, or any of them, or any part or parcel of them, & all that which to view of Frank-pledge belonging, or in any wiſe appertaining; together with all and ſingular their, and every of their Appurtenances in the ſaid County of *T.* And alſo, the ſeveral Mannors and Lordſhips of *D. L.* in the County of *N.* and alſo all Advowſons, Suits, Seigniories, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, and Perquiſites of Courts and Leets, View of Franckpledge, and all that to which Franckpledge appertaineth, and all other Royalties whatſoever, unto the ſaid ſeveral Mannors or Lordſhips, or any of them, or any part or parcel of them, belonging, or in any wiſe appertaining, with all and ſingular their and every of the Appurtenances: And alſo the Mannor *H.* with all and ſingular the Appurtenances, in the ſaid County of *B.* and alſo the Manor of *W.* with all and ſingular the Appurtenances in the ſaid County of *D.* and alſo all Suits, Seigniories, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, and Perquiſites of Courts, and Leets, View of Franckpledge, and all that which to view of Frankpledge appertaineth, and all other Royalties whatſoever, unto the ſaid ſeveral Mannors, or Lordſhips of *H.* and *W* or either of them, or any part or parcel thereof belonging, or in any wiſe appertaining, with all and ſingular, their, and either of their Appurtenances, and alſo the Park and Soyl, and Grounds therein, and of all the Demeſne Lands of *E.* aforeſaid, with the Appurtenances, in the ſaid County of *T.* And alſo of, and in, all thoſe his Farms, Free Meſſuages, Burgages, Lands, Tenements, Woods, Under-Woods, Meadows, Paſtures, Rents, Reverſions, Services, Fiſhings, Cole Mines, Lead-Mines, Stone-Quarries, and Hereditaments whatſoever, with all and ſingular, their and every of their Appurtenances, ſituate, lying, and being in &c. and every or any of them, in the ſaid ſeveral Counties of *T. N. D.* and *B.* aforeſaid, or any of them. And alſo all thoſe his Meſſuages, Burgages, Lands, Tenements, Rents, Reverſions, Services, free Fiſhing and Hereditaments, with all and ſingular, their Appurtenances, lying and being within the County of the City of *T.* And alſo all the free Fiſhings &c. aforeſaid, in the ſaid Water or River of *T.* in the ſaid County of *T.* and alſo the Advowſon and Patronage of the Rectory and Parish-Church of *H.* aforeſaid, in the ſaid County of *B.* and alſo the ſeveral Advowſons or Patronages of the ſeveral Rectories and Parſonages of *L.* and *E.* in the ſaid County of *N.* and alſo the Advowſon or Patronage of the Moyety of the Rectory and Par-

ſonage

nage of *B.* in the ſaid City of *Y.* And it is further Covenanted, Granted, and Agreed, by and between all the ſaid parties to theſe preſents, for them and their Heirs, that the ſaid ſeveral Fines ſo before Covenanted, to be had, knowledged, and levyed, as is aforeſaid, and all and every other Fine, Conveyance and Aſſurance, then before had, made, levyed or executed by or between the ſaid parties, to theſe Preſents, and every, or any of them, and the full force and effect of them, and every of them, of, for and concerning the Premiſſes, or any part thereof, ſhall be, and ſhall be adjudged, eſteemed, and taken to be; and alſo that the ſaid *H.S.* and *J. M.* and their Heirs, &c. and all and every other perſon and perſons, then ſtanding and being ſeiſed, as for, and concerning the ſaid Mannors of *E. F.* and *B.* with the Appurtenances in the ſaid County of *Y.* and alſo of *L.S. B.* and *E.* with the Appurtenances in the ſaid County of *N.* and for, and concerning the Manor of *H.* with the Appurtenances in the ſaid County of *B.* and alſo, for, and concerning the ſeveral Advowſons of the Rectories, Parſonages, and Churches of *L.* and *E.* all Suits Seigniories, in the ſaid County of *N.* and of *H.* aforeſaid, in the ſaid County of *B.* and alſo all Services, Liberties, Juriſdictions, Authorities, Priviledges, for and concerning Court-Leets, Perquiſites of Courts and Leets, view of Frankpledge, and all that which to view of Frankpledge appertaineth, and all other Royalties whatſoever unto the ſaid ſeveral Mannors or Lordſhips laſt before mentioned, or any of them, or any part or parcel thereof belonging or appertaining; and alſo for and concerning all Meſſuages, Meeſes, Burgages, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Under-woods, Rents, Reverſions, Services, Free-fiſhings, Cole-Mines, Lead Mines, Stone-quarries, and Hereditaments, with the Appur-tenannces in *E.* aforeſaid, with all and ſingular the Appurtenances, to the only uſe and behoof of them the ſaid *H.S.* and *J.M.* and of their Heirs, and of the Survivor of them and his Heirs, for and during, and until ſuch time only, as ſeveral Recoveries ſhall be, or otherwaies may be had and proſecuted by the ſaid *R.L.* and *G.L.* or the Survivor of them and his Heirs, of and for the ſaid laſt recited Mannors, Advowſons and Premiſſes with the Appurtenances, and to that intent and purpoſe only, that the ſaid *H.S.* and *J.M.* or the Survivor of them, may become perfect Tenants, or Tenant of the Free-hold of the Premiſſes, ſo as ſeveral Recoveries, as the Cauſe ſhall require, may be had and proſecuted by them the ſaid *R.L.* and *G.L.* or by the Survivor of them as is aforeſaid, according to the uſual Order and Courſe of common Recoveries for Aſſurances of Lands, Tenements and Hereditaments, in ſuch Caſes uſed and accuſtomed of, for, and upon all and ſingular the ſaid Mannors of *E.* aforeſaid, with the Appurtenances, and alſo of the Advowſons and Patronages of the ſaid Churches of *L. E.* and *H.* aforeſaid, & alſo of all Suits, Seigniories, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-woods, Rents, Reverſions, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, Perquiſites, of Courts and Leets, view of Frankpledge, and all that which to view of Frankpledge appertaineth, Royalties, and other the premiſſes, unto the ſaid laſt recited Mannors, or any of them belonging, and of all other the ſaid Meſſuages, Burgages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances in *E.* &c. aforeſaid, to the ſeveral

Recoveries to be ſuffered.

ſeveral Uſes, Intents, Limitations and Proviſoes, and Conditions hereafter in theſe preſents limited, expreſſed, declared or intended, of, for and concerning the ſame, and to no other uſe, intent, purpoſe or meaning. And for the better full and plain Declaration of the uſe, uſes, intents, purpoſe and meaning of the ſaid ſeveral Fines and Recoveries ſo before Covenanted, intended, or mentioned to be had, knowledged, levyed or ſuffered of the ſaid Honours, Caſtles, Mannors, Meſſuages, Burgages, Lands, Tenements, Fees, Franchiſes, free Fiſhings, Advowſons, and other Hereditaments aforeſaid; It is Covenanted, Granted, Concluded, Condeſcended and fully Agreed by and between all and every the ſaid parties to theſe Preſent Indentures, for them and every of them, and for their and every of their Heirs, That the ſaid ſeveral Fines and Recoveries ſo before Covenanted, meant or intended, to be had, levied, knowledged and ſuffered of the ſaid Premiſſes as aforeſaid ſhall be; and alſo, that they the ſaid *R. L.* and *S L.* and their Heirs, and the Survivor of them and his Heirs, of, for and concerning ſuch, and ſo much of the ſaid Honours, Caſtles, Manſions, Meſſuages, Lands, Tenements, Free-Fiſhings, Advowſons, Patronages, Franchiſes, Fees, Liberties and Hereditaments whereof the ſaid Recoveries are before mentioned, or intended to be ſuffered as aforeſaid, from and immediately after the time of the ſuffering of the ſaid Recoveries; and likewiſe alſo, that they the ſaid *H. S.* and *J. M.* and their Heirs, and the Survivor of them, and his Heirs of, for and concerning all the reſt, and reſidue of the ſaid Honours, Caſtles, Mannor, Franchiſes, Fees, Liberties, Meſſuages, Lands, Tenements, free-Fiſhings, Advowſons, Patronages, and Hereditaments, other then the ſame, whereof the ſaid Recoveries are before mentioned, meant, or intended to be ſuffered as aforeſaid, from and immediately after the knowledge, and levying of the ſaid ſeveral Fines, ſo beforein, and by theſe Preſents Covenanted to be levied as aforeſaid, ſhall ſtand continued, and be ſeiſed to ſuch uſes, intents, purpoſes, conditions, limitations, proviſoes, matters, agreements and things, as hereafter in theſe Preſents are expreſſed, appointed, limited, and declared, and to no other uſes, intents, purpoſes, or meanings in any wiſe, that is to ſay, of, for and concerning all and ſingular the ſaid Mannors, Lordſhips and Seigniories of *W.* &c. in the ſaid ſeveral Counties of *Y.* and *D.* and alſo of, and in the ſaid Mannor of *H.* with the Appurtenances in the ſaid County of *B.* (the Woods and the Soil thereof, and the Patronage and Advowſon of the Rectory and Parſonage of *H.* aforeſaid, only excepted) and alſo of and in all Suits, Seigniories, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, Perquiſites of Courts and Leets, view of Frankpledge, and all that which to view of Frankpledge appertaineth, and all other Royalties, Profits, Commodities and Hereditaments whatſoever unto the ſaid ſeveral Mannors laſtly recited, or any of them, or any part or parcel of them belonging, or in any wiſe appertaining (except before excepted) and alſo of, and in all and ſingular Meſſuages, Houſes, Edifices, to the uſe, &c. of the ſaid Sir *T. S.* Kt. Son and Heir apparant of the ſaid *H.* Lord *S.* and of the Lady *P.* for, and during the term of the natural lives, and of the life of the longer liver of them, for and in recompence of parcel of the Joynture of the ſaid *L. P.* without impeachment of Waſt, only during the term of the natural life of the ſaid Sir *T. S.* and from

Declarations of the uſe of the Fines and Recoveries.

and

ſaid immediately after the natural death and deceaſe of the ſaid Sir *T. S.* and the Lady *P.* and of the Survivor and longer liver of them, to the uſe and behoof of the ſaid *H.* Lord *S.* and his Aſſigns, for and during the term of his natural life, without impeachment of Waſt, and from and immediately after the natural death and deceaſe of the ſaid Sir *T. S.* and the ſaid Lady *P.* and likewiſe after the death of the ſaid H. Lord *S.* to the uſe and behoof of *E. S.* Son and Heir apparant of the ſaid Sir *T. S.* and of the Heirs Males of the Body of the ſaid E. lawfully begotten, or to be begotten, and ſo to the 10th Son, and for default of ſuch Iſſue, to the uſe, &c. of all and every other the Sons of the Body of the ſaid Sir *T. S.* to be lawfully begotten ſucceſſively one after another, as they ſhall be born, and ſhall be in Seniority of age, and the Heirs Male of their ſeveral Bodies, to be lawfully begotten, &c. and for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *H.* Lord *S.* for ever. And alſo of, and in all and ſingular, the ſeveral Mannors, Lordſhips and Seigniories, &c. of *T.* aforeſaid, in the ſaid ſeveral Counties of *T.* and *N.* and alſo of and in all Scites, Seigniories, Services, &c. and all other Royalties, Profits, Commodities and Hereditaments whatſoever, unto the ſaid ſeveral Mannors, or any of them, or any part or parcel thereof belonging, or in any wiſe appertaining; and alſo of, and in all and ſingular Meſſuages, Houſes, &c. and other Lands, Tenements, Rents, Reverſions, Services, Woods, Under-woods, and Hereditaments, whatſoever, within all and ſingular, their Appurtenances, ſet, ſcituate, lying and being with the Mannors, Towns, Townſhips, Pariſhes, Fields and Hamlets, or Territories of *T.* &c. And alſo, of, and in the Patronages and Advowſons of the Churches, Rectories and Parſonages of *L.* and *E.* aforeſaid, or any of them, in which ſaid laſt recited Premiſſes, are parcel of the ſaid Honours, Caſtles, Meſſuages, Lands and Premiſſes, whereof the ſaid ſeveral Fines are before covenanted to be levied as aforeſaid, to the uſe and behoof of him the ſaid *H.* Lord *S.* and his Aſſigns, for and during the term of the natural life of the ſaid *H.* Lord *S.* without impeachment of any manner of Waſt, and from, by, and immediately after the natural death and deceaſe of the ſaid *H.* Lord *S.* to the uſe and behoof of the Lady *M. S.* now Wife of the ſaid *H.* Lord *S.* and her Aſſigns, for and during the term of the natural life of her the ſaid Lady *M. S.* without impeachment of Waſt onely in and for any Woods, Under-woods, and Timber-Trees, ſtanding, growing, or being, or which at any time hereafter, ſhall ſtand, grow, or be, of in or upon the Premiſſes mentioned, or any part thereof, for and in ſatisfaction, and recompence of part of the Joynture or Dower of the ſaid Lady *M.* &c. And likewiſe alſo, of and in all and ſingular, the ſeveral Mannors, Lordſhips and Seigniories of *V.* &c. with the Appurtenances in the ſaid County of *T.* and alſo of, and in all Scites, Seigniories, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court Leets, and Perquiſites of Courts and Leets, View of Frankpledge, and all that which to view of Frankpledge appertaineth, and of all other Royalties and Hereditaments whatſoever, unto the ſaid ſeveral Mannors or any of them, or any part or parcel of them, or any of them belonging, on in any wiſe appertaining; and alſo of, and in all all thoſe Meſſuages and Tenements, with the Appurtenances, ſet,

Of the Patronages and Advowſons of Churches, Rectories and Parſonages.

Of Mannors, Lordſhips and Seigniories &c.

lying and being in *O.* aforesaid; and also of, and in certain Messuages, Meades, Lands, Tenements and Hereditaments, with the Appurtenances in *R. S.* and *S.* in the County of the City of *T.* aforesaid. And also of and in the free-fishing, in the said water or River of *T.* at *O.* aforesaid, to the use and behoof of the said *H* Lord *S.* &c. *And likewise* also of and in the rest and residue of the said Honours, Castles, Mannors, Lordships, Franchises, Fees, Liberties, Parks, Chases, Messuages, Lands, Tenements, Advowsons, and Hereditaments, and of all other the Premisses, with all and singular their Appurtenances, whereof the said several Fines are before in and by these Presents covenanted, to be levyed as aforesaid, and whereof no use is before in these presents limited or appointed, to the use and behoof of him the said *H.* Lord *S.* &c. Provided always, and it is fully concluded, condescended unto, granted and agreed, by and between all and every the said parties, to these presents, for them, and every of them, and for their and every of their Heirs, and the true intent and meaning of these Presents is, notwithstanding any Limitation of the Use or Uses aforesaid, that if it shall hereafter happen, the said H. Lord *S.* or the said *T. S.* and *E S.* Esq; or the said *H. S.* the Son, or any of them; or any of the said Sons, or Issue-Male of the several bodies of them, or any of them inheritable or which shall be inheritable of the said Premisses, by force of these Presents, and of the uses therein limited and expressed, to dye and depart this World, the Wife or Wives of them, or any of them being with child, or conceived with child, at or before the time of his or their death, of or with any such Son or Sons, or Issue-Male, as by the true intent and meaning of these Presents, or of any the Limitations or Declarations of the use or uses aforesaid, should or ought, after the decease of his or their Father, to have had any Estate, or use of or in the Premisses, or any part thereof, if such Son or Sons, or Issue-Male had been born in the life-time of his or their Father, that then from and after the birth of every such Son or Sons, or Issue-Male, the said several Fines and Recoveries, covenanted, or mentioned, to be had, levyed, knowledged, or suffered of the said Premisses as aforesaid shall be, and shall be adjudged, construed, and taken to be. *And also*, that they the said *H. S. J. M.* and *G. L.* and their Heirs, and the Survivor of them, and his Heirs, shall stand, continue, and be seized, of all and singular the said Honours, Castles, Mannors, Fees, Parks, Chases, Messuages, Lands, Tenements, Rents, Reversions, Advowsons, Services, and Hereditaments, and every part and parcel thereof; or of, and in so much of the said Honours, Castles, Mannors, Fees, Parks, Chases, Messuages, Lands, Tenements, and of all other the said Hereditaments; as whereof, or wherein every or any such Son or Sons, or Issue Male so to be born, shall, or ought, by the true intent and meaning of the Limitations or Declarations, of the use or uses aforesaid, or any of them, after the death of his or their Father, to have had any Estate or use in the same, if such Son or Sons, or Issue-Male, had been born in the life-time of his or their said Father, to and for the use of every such Son or Sons, or Issue-Male so to be born as is aforesaid; and that of and under such Estate, Degree, Order, course, place, quality, condition, and limitation, in all and every respects, and to all intents and purposes, as if every such Son or Sons, or Issue Male, had been born in the life-time, or lives, of his or their said Father,

Provisoes for after born Sons.

ther, to and for the use of every such Son and Sons, or Issue Male, so to be born as is aforesaid; and that of and under such Estate, Degree, Order, Course, Place, Quality, Condition and Limitation, in all and every respects, and to all intents and purposes, as if every such Son, Sons, or Issue Male had been born in the life-time, or lives of his or their said Father, and with such Remainder and Limitations, over in use, as is before in or by these Presents. Provided alwales, and it is fully concluded, condescended unto, limited, and agreed, by and between the said parties, to these present Indentures, for them and their Heirs, that it shall and may be lawful to, and for the said H. Lord *S.* at any time or times hereafter, during his life, to grant, convey, assure, limit, or appoint by his Deed or Deeds indented, sealed and delivered in the presence of 3 lawful and credible persons at the least, all and singular the said Honours, Castles, Mannors, Lordships, Rectories, Parsonages, Lands, Tenements, Rents, Reversions, Services, Profits, Hereditaments, and other the said Premisses, with the Appurtenances, or any part or parcel thereof, or the use or possession of the same, or any part or parcel of the same, to or for any woman or Women, whom he the said *H.* Lord *S.* shall hereafter Marry, or to whom the said *T.S. E.S. H.S.* or any Heir Male, or Issue, then next to be inheritable of the said Premisses, or any part thereof, by force of these presents, and of the limitations and uses thereof, expressed, limited, or appointed, or any of them; or any Heir-apparant, of such said Heir Male, or Issue, then next to be inheritable as aforesaid, shall hereafter lawfully espouse, Marry, or take to his or their Wife, or Wives, for and during onely the term or terms of the natural life and lives of such Woman or Women, for and in the name; or in and for the Augmentation of the Joynture of such Woman or Women, Wife or Wives. And further also, That in like manner, it shall and may be lawful to, and for the said *H.* Lord *S. T.S.* and also to and for the said *H. S.* the Son, and for all and every the said Sons, and Issue Males or Females of the several bodies of the said *T.S. E.S.* and *H.S.* and to and for every of the Issue, Males and Females, of the several bodies of the said several Sons, and Issue males aforesaid, being seized of the Premisses, or any part thereof, in his or their Demesne, as of Freehold or Fee-Tail, by force of any the uses or limitations, herein before expressed, by his, their, or any of their Deed or Deeds indented, or by his, their, or any of their such last Will and Testament in writing, as shall be sealed and subscribed with his, or their, or any of their hand or hands, and pronounced and affirmed in the presence of 3 or more lawful Witnesses, to be his or their last Will; to make any Demise or Demises, Lease, or Leases Devise or Devises, of such the said Premisses, or of such part thereof whereof they the said *H.* Lord S.T.S. E.S. or H.S. the Son, or any of the said Sons, Issue or Issues, Male or Female, or any of them, shall then be seized of in actual and real possession (other than of the Castle of *B.* the Park of *B.* those Lands and Grounds, now known, named, used, and occupied, as the Demesne-Lands, of and to the said Castle of *B.* and the Lead-Mines, and Cole-Mines, being within the several Mannors of *B.* and *F.* aforesaid, or any of them) to any person or persons, *To have and to hold* the same, from and after the time of the making of

Power to make Joyntures.

Liberty to make Leases

ſuch Deed or Deeds, Leaſe or Leaſes, Deviſe or Deviſes, or any of them, to any perſon or perſons, for and during the term of 80 years, or of any leſſer term of years, and not above, ſo as the ſame Leaſe or Leaſes, Deviſe or Deviſes, be not made to be without impeachment of waſt, by any Special Covenant, Clauſe, or Matter for that purpoſe to be contained with any ſuch Deed or Deeds, or laſt Will and Teſtament, and ſo as the ſame be made in ſuch ſort, that the ſame do or ſhall end, determine, or expire, by or upon the death of any one perſon, or of 2 perſons, or of 3 perſons, at the moſt, or otherwiſe, from and after the time of the making of ſuch Deed or Deeds, or laſt Will and Teſtament, for and during the term or term of 21 years at the moſt, or for any leſſer term of years, and not above, from the time of the making of ſuch Deed or Deeds, or laſt Will and Teſtament; and ſo that in and upon every ſuch Demiſe or Demiſes, Leaſe or Leaſes, Deviſe or Deviſes, to be made for 20 years, or under; or for the term of 80 years, or under, determinable upon the death of 1, 2, or 3 perſons, as is aforeſaid, there be reſerved, and limited to be paid yearly, during ſuch term or terms, to ſuch perſon or perſons for the time being, to whom the immediate Free-hold of the things ſo to be demiſed, letten, or deviſed, by the intents and true meaning of theſe Preſents, ſhall from time to time, during the continuance of ſuch term or terms appertain, ſuch yearly Rent or Rents, and other Sureties, Boons, Cuſtoms, Averages, and Services, or more, as are at this preſent yearly anſwered, paid, or done, for the ſaid Premiſſes, by the now Tenants, Farmers, or Occupiers of the ſame.

Proviſion for Sons wives. And further alſo, That it ſhall and may be likewiſe lawful to and for the ſaid *T.S.E.S.* his Son and Heir-apparant, and the ſaid *H.S.* And alſo to and for every or any of the Son or Sons, Heirs Male, or Iſſue Male, of the ſeveral bodies of the ſaid *S.E.S.H.* his ſaid Son, and of *H.S.* the Son, and to and for every the ſaid Sons, and Iſſue Males, of ſeveral bodies, of the ſaid Sons and Iſſue Males, as is aforeſaid, being then ſeized in their or any of their Demeſne, as of their Free-hold, or in Tail, by force of any the Uſes or Limitations herein before expreſſed, of or in any of the ſaid Lands, Tenements, and Hereditaments, herein before expreſſed; or of any part thereof, in or by his, their, or any of their Deed or Deeds Indented, by him or them to be ſealed and ſubſcribed, and in the preſence of 2 or more lawful and credible Witneſſes at the leaſt; or by his Will laſt, &c. by him or them pronounced or affirmed to be his or their laſt Will, to appoint, limit, give or deviſe, any part of ſuch, and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Parſonages, Meſſuages, Lands, Tenements, and of all other the ſaid Premiſſes, with all and ſingular their Appurtenances, as he or they ſhall then ſo ſtand or be ſeized of, as is aforeſaid, not exceeding, in ancient yearly value or Rent, the Sum of 400 l. by the year, of, to, or for any woman or women, which they, or any of them, ſhall at any time or times hereafter lawfully eſpouſe, marry, or take, to his, their, or any of their wife or wives, or which ſhall be marryed to the Son and Heir-apparant of any ſuch Son or Iſſue Male, and who then ſhall ſtand and be thereof ſeized, as before is mentioned, for her or their Joynture or Dower, during the natural life or lives only of ſuch woman or women, ſo as the ſaid Giſt, Deviſe, Limitation, or Appointment for Joynture or Joyntures, be not made to be without Impeach-

ment

ment of Waſt by any Special Covenant, Clauſe, or Matter, for that purpoſe, to be contained in any ſuch Deed or Deeds, or laſt Will. And further alſo, That it ſhall and may be likewiſe lawful to and for the ſaid *T. S.* his ſaid Son and Heir-apparant, and to the ſaid *H. S.* the Son; and alſo to and for every of the ſaid Son or Sons, Male or Iſſue Male of the ſaid ſeveral bodies, of the ſaid *T. S. E. S.* his ſaid Son and Heir-apparant, and of *H. S.* the Son; and to and for every of the ſaid Iſſue Male, of the ſeveral bodies of the ſaid ſeveral Sons and Iſſue Male; having, as is aforeſaid, the lawful, actual, and real poſſeſſion, of the Freehold of the ſaid Premiſſes, or of any part thereof likewiſe, in or by his, or their or any of their Deed or Deeds indented, by him or them, to be ſealed or ſubſcribed in the preſence of 2 or more lawful Witneſſes; or in, or by his or their laſt Will and Teſtament in Writing, by him or them to be ſealed and ſubſcribed, and in the preſence of 2 or more lawful Witneſſes, by him, them, or any of them, pronounced and affirmed, to be his or their laſt Will, to appoint, limit, give or deviſe, all or any part of ſuch and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Meſſuages, Lands, Tenements, and of all other the ſaid Premiſſes, with all and ſingular their Appurtenances, as he or they, or ſuch of them, ſo making ſuch Deed, or laſt Will, ſhall then be ſeized of an Eſtate of Free hold, or in Tail, as before is expreſſed, to or for every, or to any, of the younger Son or Sons of them, or any of them, as to ſuch perſon, ſo making ſuch Deed or laſt Will, ſhall be thought meet or convenient, other than of the ſaid Caſtle of *B.* Park of *B.* and the Mannors of *R. W.* and *R.* in the ſaid County of *Y.* and all the Farms, Meſſuages, Burgages, Lands, Tenements, Woods, Under-woods, Meadows, Paſtures, Rents, Reverſions, Services, Cole-Mines, Lead-Mines, Stone-Quarries, and Hereditaments whatſoever, all & ſingular their and every of their Appurtenances, ſet, lying, or being in *B.* &c. and every or any of them, for the better livelihood, maintenance, education, and preferment of ſuch ſaid younger Son or Sons, or to any other perſon or perſons to the uſe or uſes of ſuch ſaid younger Son or Sons, for and during the term of the natural life and lives of ſuch ſaid younger Son and Sons only, and not for any longer time or term, ſo that the ſame Premiſſes or ſuch part thereof as ſhall be ſo deviſed, granted, limited or appointed by ſuch Deed or Will to ſuch ſaid younger Son or Sons, as is aforeſaid, ſhall not or do not exceed and amount in yearly Revenues, profit, and Rent of, &c. by year, for every or any ſuch ſaid younger Son or Sons, or any of them, ſuch of them as to whom or to whoſe uſe ſuch Deviſe, limitation or appointment, ſo to be made to ſuch ſaid younger Son or Sons as is aforeſaid ſeverally to every or any ſuch ſaid Son or Sons, and not joyntly one with another, and ſo that every ſuch gift, deviſe, limitation, or appointment ſo to be made to ſuch ſaid younger Son or Sons as aforeſaid, and the Eſtate ſo thereof and therein to be given, granted, deviſed, limited or appointed, ſhall expire and end, upon the death of ſuch ſaid younger Son only, to whom or to whoſe uſe ſuch ſaid Grant, Deviſe, Limitation or Appointment ſhall be ſo made as is aforeſaid, and ſo as alſo ſuch and every or any ſuch ſaid Gift, Deviſe, Limitation or Appointment, for ſuch ſaid younger Son or Sons as aforeſaid, be not made to be without impeachment of Waſt, by any ſpecial Covenant, Clauſe or Matter for that purpoſe, to be contained in any

Liberties to grant Annuities to younger Sons.

ſuch

such Deed or Deeds, or last Will: And so as also the said Devise, Limitation, or Appointment, shall be no incumbrance of the Lands, Tenements or Hereditaments, before limited, for the Joynture of the said Lady *P.* or any part thereof, or of such Lands, and Tenements, as shall be Demised, Devised, or Leased, according to the form and effect of these Presents, or otherwise conveyed or assured in Lease, as before is mentioned. And it is further also fully Covenanted, Granted, Concluded, Condescended, unto, limited, and agreed, by or between the said parties to these Present Indentures, for them, and their Heirs, that if it shall happen or fortune at any time or times hereafter, the said T. S. E. S. his said Son and Heir apparant, or the said H. S. the Son, or any the Son or Sons, Heirs Male, or Issue Male, of the several bodies of the said T. S. H. S. or of the said H. S. the Son, or any the said Issues Male of the several bodies of the said H. Lord S. or of the several Sons and Issues Male aforesaid, being then seized of the Premisses, or of any part thereof in his Demesne, as of Fee Tail, or in his Demesne as of Freehold, by force of any of the Uses, or Limitations, before expressed, or any of them, and having Issue one onely Daughter, and no more, of his or their body or bodies lawfully begotten, and which at the time of his or their death shall be unpreferred, and not sufficiently advanced in Marriage by her said Father, or otherwise, to have 2 or more Daughers of his or their bodies likewise lawfully begotten, and which at the time of his or their death shall be unpreferred and unadvanced in Marriage by their said Father, as is aforesaid; That then it shall and may be likewise lawful to and for T. S. E. S. his said Son, and the said *H. S.* and also to and for every, or any other the said Son or Sons, Heirs Male, or Issue Male of their or any of their several Bodies, and to and for every of the said Issues Male of the several bodies of the said several Sons and Issues Male, being then seized of the Premisses, or of any part thereof, in his or their Demesne, as of Freehold or Fee-Tail, by force of any of the Uses or Limitations herein before expressed, in like manner, in or by his or their Deed or Deeds Indented, by him or them to be sealed and subscribed, in the presence of 2 or more lawful Witnesses, or in or by his or their last Will and Testament in writing by him or them to be sealed and subscribed, and in the presence of 2 or more lawful Witnesses, by him, them or any of them, to be pronounced or affirmed, to be his or their last Will, to appoint, limit, give, devise, and demise such and so much of the said Honours, Castles, Mannors, Lordships, Advowsons, Messuages, Lands, Tenements, and all other the Premisses, with all and singular their Appurtenances whereof he or they, or such of them so making such Deed, or last Will, shall be then seized, as is aforesaid, to or for every, or any such Daughter or Daughters, or such of them, as shall be so seized, as before is mentioned, and shall so make such Deed, or last Will, as aforesaid, not exceeding the ancient Rent and yearly value of 200 l. by year, other than of the Castle of *B.* and of all the said Farms, Messuages, *&c.* for any other person or persons, to the Use or Uses of such said Daughter or Daughters, for their or any of their better livelihood, Maintenance, Education and Preferment in Marriage, for and during

Provision for Daughters unpreferred.

Limitation.

ring the time and term, and until ſuch time and term as ſuch ſaid Daughter or Daughters, or other perſon or perſons, to her or their or any of their Uſes to whom ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment ſhall be ſo had or made as is aforeſaid, or may, or otherwiſe without fraud, covin, or colluſion, might have lawfully (of the Rents, Iſſues, and Profits yearly coming, growing, ariſing, or renewing of the ſaid Premiſſes, ſo to be given, granted, demiſed, deviſed, limited or appointed, or of ſuch fines or other caſualties as ſhall or may without fraud or covin, be received to or for the occupation or injoying thereof or any part thereof) received, perceived and taken, and ſuch ſum and ſums of money as ſhall or otherwiſe might ſuffice to content, ſatisfie, and pay unto ſuch ſaid one ſole Daughter, if there be no more of him or them, which ſhall or may by the true meaning of theſe preſent Indentures, and of the Uſes therein limited and appointed, make ſuch ſaid Gift, Grant, Demiſe, Deviſe, Limitation, or Appointment at the time of his or their death to be living and not married nor otherwiſe ſufficiently preferred as aforeſaid, the whole and juſt ſum of 1000 l. of good &c. for and towards the Education, livelihood, maintenance and preferment in Marriage, as is aforeſaid of the ſame ſole and only Daughter; and if there happen to be more than one, then for and until ſuch ſaid Daughters, or ſuch other perſon or perſons to whom any ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment ſhall be ſo had or made to the uſe of ſuch ſaid Daughters, or any of them as is aforeſaid, ſhall or may, or without fraud, covin, or colluſion, might have lawfully (of the Rents, Iſſues, and Profits yearly coming, growing, ariſing, or renewing, of or in the ſaid Premiſes, ſo to be given, granted, demiſed, deviſed, limited, or appointed for that purpoſe or intent) received, perceived and taken ſuch a ſum and ſums of Money as may or otherwiſe (over above all charges and repriſes) might ſuffice to content, ſatisfie and pay unto ſuch ſaid Daughters, of him, or them, which ſhall or may by the true meaning of theſe preſent Indentures, and of the Uſes therein limited and appointed, making ſuch ſaid Grant, Demiſe, Limitation or Appointment, and having more than one Daughter at the time of his or their death to be living and not married, nor otherwiſe ſufficiently preferred, as is aforeſaid, *viz.* To either and every of them the whole and juſt ſum of &c. for and towards their and every of their Education, livelihood, maintenance, and preferment in Marriage, or otherwiſe as aforeſaid, ſo as the ſaid Gift, Deviſe, Limitation or Appointment be no Incumbrances, to or for the Lands, Tenements, or Hereditaments, before limited or appointed to or for the Joynture of the ſaid Lady P. or of any part or parcel thereof, or of any Lands, Tenements, or Hereditaments, to be Demiſed, Deviſed or leaſed according to the form and effect of theſe preſents, for or concerning the ſame Deviſes, Leaſes or Grants, or any of them. And for the further ſecurity and ſure making of all and ſingular &c. and every part thereof, to be demiſed or letten according to the true intent and meaning of theſe preſent Indentures. It is *further* granted, condeſcended unto, and fully agreed by and between all and every the ſaid parties to theſe Preſents, for them and their Heirs, and every of the ſaid parties, doth Covenant, Grant,

Proviſion for Daughters.

A mutual Covenant that the Fine and Recovery ſhall be to the uſe of the reſpective Leaſees.

Grant, conclude, agree, to and with the other of them, their Heirs, Executors, and Administrators, and every of them by these Presents, that the said several Fines and Recoveries so before in and by these Presents, Covenanted mentioned, intended, meant, or specified to be had, made, knowledged, levied or suffered, of the Premisses, and of every or any part or parcel thereof, shall be adjudged, construed, and taken to be. And also that they the said *H.S. J.M. R.L. G.L.* and their Heirs, and the Survivor and Survivors of them, his and their and every of their Heirs, shall stand and be seized, of, for, and concerning such and so much of the said Manors, Lands, Tenements, and other Premisses, as shall be so demised, letten or devised as is aforesaid, by them the said *T.S. E.S.* his said Son, and *H.S.* the Son, or any of the said Son or Sons, Heirs Male, or Issues Male, of the several Bodies of the said *T.S. E.S.* and *H.S.* or any of the said Issues Males of the several bodies of the said several Sons, and Issues Male, being then at the time of such said Demise, Grant, Limitation or Appointment, to be had, or made as before mentioned, seized in their or any of their Demesne as of Freehold, or Fee tail, by force of any the Uses, Limitations, or Estates herein before mentioned, to the use of all such and so many of the person and persons, aforesaid, and of their Executors, Administrators, and Assigns, to whom such Demise and Demises, Lease or Leases, Devise or Devises, for any such term or terms, of years shall be made, according to the intent and true meaning of every such Demise, Lease, or Devise so thereof to be made, in such sort as shall be limited, specified, or meant, in or by such Demise, Lease, or Devise, for the person or persons, to whom such Demise, Lease, or Devise, and for the Executors, Administrators, and Assigns, of them and every of them; *To have and to hold* and enjoy the things to him or them, so to be demised, leased, or devised, for and during only such and so long time, or the term or terms, for the which such Demise or Demises, Lease or Leases, Devise or Devises, shall be had or made, as is aforesaid: So as every such person or persons, to whom such Demise or Demises, Lease or Leases, Devise or Devises, shall be so made, and his and their Executors, Administrators, and Assigns, having sufficient notice and knowledge to whom the same by the true intent and meaning of these presents, shall of right belong and appertain, shall well and truly pay or cause to be paid to such person or persons for the time being, to whom the next and immediate Reversion, or Remainder of the thing or things, to him or them so to be demised, letten, or devised, shall during such term or terms appertain, the yearly Rent or Rents, in or by such Demise, Lease, or Devise, to be reserved or mentioned, to be reserved at the day in or by such Demise, Lease, or Devise, according to the reservation, or clause of reservation therein to be contained to be limited or appointed, according to the true meaning of such Deed or Deeds, or last Will and Testament, in or by the which such Demise, Lease, or Devise shall be so made, or within one and twenty dayes at the furthest, next after Demand made of and for the said Rent or Rents, or such part thereof, as in respect or by reason of such Demise, Lease, or Devise, Deed or Deeds, or last Will and Testament, then shall or ought to be due and payable

For making sure of Joyntures, and Annuities, for young Sons and Daughters.

that is for and concerning all and so much of the said Premisses, as shall be by the said *H.* Lord *S. T. S. E. S.* and H. *S.* the Son, or any of the Issues Male of the several bodies of the said several Sons and Issues Male, or any of them limited, appointed, given, disposed, or devised, to or for the Joynture or Joyntures of any such woman or women, for her or their Joynture, for term of the natural life of such woman or women; or to or for any such younger Son or Sons, Daughter or Daughters of such and every such of them, as by and according to the intent and true meaning of these present Indentures, and of the Uses and Limitations, therein expressed, is or shall be paid, made, provided, limited, or declared; or to or for any other person or persons, for their or any of their uses, according to the purport and true meaning of such Deed or Deeds, or last Will and Testament, wherein or whereby such Limitation, Appointment, Gift, or Devise, shall be had, made, or specified, as is aforesaid; and after the decease of every such woman or women, younger Son or Sons, and after the satisfaction of such several Sum and Sums of Mony, as to the said Daughter or Daughters shall by the intent and true meaning of these Presents, belong or appertain, and as the said Uses, Provisions, and Limitations herein before expressed, by the true meaning and intent of these present Indentures, shall severally end and determine, then to the use of such person and persons, as by the true Intents and Limitations, or of any of the limitations in use aforesaid, should or ought to have the same, if no such Limitation, Appointment, Gift or Devise, to or for them, or any of them, had been in thereof had, made, limited or appointed in any wise, and of and for such Estate and Estates, and in such order, form, course, nature, quality, and degree; and with such Remainder and Remainders thereof, over and by, and upon, and under such Provisoes and Limitations, as the same person or persons, by the true intent and meaning of these Presents, should and ought to have been or remained, if no such Limitation, Appointment, Gift, or Devise, had been thereof had or made, or to or for such woman or women, younger Son or Sons, Daughter or Daughters, as before in and by these present Indentures, are limited and expressed: And the said H. Lord *S.* for and upon the causes and considerations aforesaid doth for himself and his Heirs, for the further security and sure making of all and singular the Premisses, to the several uses aforesaid, and according to the intent and true meaning of these Presents, also covenant, grant, and agree, to and with all and every the parties to these present Indentures, and their Heirs. And it is also further covenanted, granted, and agreed, by and between all and every the said parties to these Presents, for them and their Heirs, and every of them, that he the said H. Lord *S.* his Heirs and Assigns, and all and every other person and persons, and their Heirs, which from and after the said Feast of &c. next coming, shall stand and be seized of all, or any of the said Honours, Castles, Mannors, Lordships, Seigniories, Advowsons, Patronages, Messuages, Lands, Tenements, Hereditaments, and other the said Premisses, with the Appurtenances, above-mentioned, and every or any part or parcel thereof, and which before the said Feast of &c. next coming after the date hereof, shall not be well and sufficiently, by Fine or otherwise, conveyed and assured, to the several uses, purposes, and intents, before in these Presents mentioned, or whereof no such

That all persons seised, or which shall be seised of the Premisses, shall stand seised to the Uses, in these Presents expressed.

such Fine or Fines, Recovery or Recoveries, as is aforesaid, shall be levied the said Feast-day of &c. as aforesaid, had, levyed, knowledged, and suffered of and in every part and parcel thereof, according to the said intent and true meaning of these present Indentures, shall at all time and times, and from and after the said Feast-day of &c. for the considerations herein before expressed, stand and be seized of, and in the same, and in every part thereof, to the several uses, purposes, and intents, before in these presents expressed, limited, and appointed, and in such sort, manner, form, quality, degree, nature, and condition, and of and for, and of and in such Estate and Estates, and under and upon such Provisoes, Limitations, and Authorities; and according to the true intent and meaning of these present Indentures, in such ample, large, and beneficial manner and form, to all intents, constructions, and purposes, as the same should or ought to have grown, been raised or taken, any effect in case the said several Fine and Fines, Recovery and Recoveries, so before, in, and by these Presents, covenanted, mentioned, intended, or agreed, to be had, levyed, knowledged, or suffered of the said Premisses, had been, had, and executed, according as before in these presents are expressed. Provided moreover, and it is also by these presents further granted, concluded, and descended unto, and fully agreed by and between all the said parties, to these present Indentures, for them and their Heirs, notwithstanding the Premisses, and notwithstanding any thing before in these presents specified, that if it shall fortune at any time or times hereafter, the said H. Lord *S.* the said *T. S.* the said *E. S.* or H. *S.* the Son, or any of the said Son or Sons, Heirs-Male, or Issue-Male, of the several bodies of them, or any of them, or any of the said Issues Male of the several bodies of the said several Sons, and Issues-Male, or any of them, being then seised of the Premisses, or of any part thereof, in his or their Demesne as of Free-hold, or Fee-taile, by force, means, or virtue of any of the Uses, Limitations, or Estates, herein before expressed, at any time or times hereafter, to be taken captive or Prisoners in the time of War, or other Service of our Soveraign Lord the Kings Majesty, his Heirs or Successors, and in defence of his or their Highnesses Crown or Realm, by any forreign or adverse Prince, Power, or Force, that then, and at all times from thenceforth, during such Captivity or Imprisonment, and before any full Ransom paid for his or their delivery, if he the said H. Lord *S.* and the said *T. S. E. S.* and H. *S.* the Son, or any of the Son or Sons, Heirs-Male, or Issue-Male, of the several bodies of them or of any of them, or any of the said Issue-Male, of the several bodies of the said several Sons, and Issues-Male, or any of them, being then (as is aforesaid) seized of the said Premisses, or of any part or parcel thereof, in his Demesne, as of Fee-hold, or Fee-tail, and so being taken Captive and Prisoner as aforesaid, and for the payment of his or their reasonable Ransom, or any Sum or Sums of Money, for his or their delivery, shall or do, in or by his or their Deed or Deeds, Writing or Writings, knowledged and inrolled in any of the Courts of Record of our said Soveraign Lord the Kings Majesty, his Heirs or Successors at *Westminster*, or otherwise, in or by his or their Deed or Deeds, Writing or Writings indented, by him or them to be Sealed and Subscribed, in the presence of 2 or more lawful and credible Witnesses,

Proviso and liberty, that if the Grantor, or any the Issue-Male, fortune to be taken prisoner, that they may sell certain Lands for the Ransom.

clare, limit, or appoint, that all and every, or any of the use or uses in these presents limited or mentioned, of all, or such of the said Honours, Castles, Mannors, Lordships, Advowsons, Patronages, Lands, Tenements and Hereditaments, and other the said Premisses, before mentioned, with the Appurtenances, whereof such person or persons, so making such Declaration, limitation, or appointment as aforesaid, shall be then actually seized in his Demesne, as of Free-hold, or in Fee-tail, as before is mentioned, or of any of them, or of any part, parcel, or Member of them, or any of them in the whole, not exceeding the yearly value of 200 l. by the year, other then of the said Castle of *I*, &c. and Hereditaments whatsoever, with all and singular, their and every of their Appurtenances, set, lying and being in *E.* &c. and every or any of them, as is aforesaid, That then and from thenceforth, as well all, and every such use and uses, and limitations, as are before in these Presents mentioned, and shall happen so to be declared, limited or appointed to cease, or to be ended and determined, and all and every Estate and Estates, Interest and Interests, had, made, raised or wrought, by reason, means, or in respect of these Presents, or of any the several Fine or Recoveries, Clauses or Articles above mentioned, or any of them, or otherwise then for and concerning the said Leases and Joyntures, provided, intended, or limited to be had and made as aforesaid, and either of them shall cease and determine, and otherwise be meerely and utterly annihilated and made void, for and concerning such, and so much of the said Honours, Castles, Mannors, Messuages, Lands, Tenements, and other the said Premisses, and every part thereof, whereof the said use or uses, shall be so declared, limited, or appointed to cease, or to be altered, avoided, ended and determined, in manner and form aforesaid, and not otherwise, saving and excepting such Use and Uses, Estate and Estates, Devise and Devises, Lease and Leases, Demise and Demises, Appointments or Limitations, or any term or terms of year or years, or for the life or lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as shall according to the true intent of these Presents, be made limited, or appointed by them the said *H.* Lord *S. T. S. E. S.* the Son, or any of the said Son or Sons, Heirs Male, or Issue Male of them, or any of their several Bodies, or by any of the said Issues Male of their several Bodies of such said Son or Sons, or Heirs Male, being then seized in fee or their Demesne as of Fee-tail or Free-hold, of or in the said Premisses as aforesaid, or of any part or parcel thereof; And that then, and from thenceforth, the said several Fines and Recoveries so to be had, levied and suffered of the said Premisses, whereof the Use or Uses aforesaid, shall be so declared or appointed, to cease, shall be, and shall be adjudged, deemed, and taken to be, And likewise, that they the said *H. S. J. M.* and *C. L.* and their Heirs and the Survivor and Survivors of them, and their Heirs, shall from thenceforth stand and be seised of such the said Premisses, whereof the use or uses aforesaid, shall be so declared or limited to cease, and of every, or any part or parcel thereof, to the use and behoof of such of them the said *H.* Lord *S. T. S. E. S.* and any other Son or Sons, or Issue Male of their or any of their several Bodies, or any the Issue Male of the several Bodies of the said several

Exception.

Other Exceptions.

Sons,

Sons and Iſſue Male, as ſhall ſo then ſtand or be ſeized, in his or their Demeſne, as of Free-hold or Fee-tail, of or in the Premiſſes, or any part thereof, and ſhall ſo make ſuch Declaration, Limitation, or Appointment, for the ending and determining of the Uſes before in theſe preſents limited, of the ſaid laſt recited or mentioned Premiſſes, their Heirs and Aſſigns for ever, to that intent and purpoſe only, that it ſhall and may be be lawful to and for them, and any of them, ſo being taken Captive and Priſoner, and making ſuch Declaration, Limitation, or Appointment, for the ceaſing and ending of the ſaid Uſes, in manner and form aforeſaid, and every or any of them. And likewiſe alſo that they, or ſuch of them as ſhall make any ſuch Declaration or Appointment, for ſuch ending and determining of the Uſes aforeſaid, to be had or made, as is aforeſaid, ſhall have full authority and power, freely, clearly, and abſolutely to bargain, alien, ſell and convey ſuch and ſo much of the Premiſſes, whereof he or they ſhall be then ſeized as is aforeſaid, not exceeding the value of 200 l. by the year (except laſtly excepted) as whereof ſuch Declaration, Limitation or Appointment, for the ending or determining of the Uſes before in theſe preſents raiſed or limited, or any part or parcel thereof, ſhall be ſo had or made as aforeſaid, or otherwiſe the Reverſion, or Reverſions, Remainder or Remainders thereof, to any perſon or perſons whatſoever, in Fee-ſimple, Fee-tail, or any other Eſtate whatſoever, ſaving and always excepting and reſerving, that ſuch ſaid Bargain, Sale, Grant, Conveyance, and other Aſſurance ſo thereof to be made, for the payment of ſuch ſaid Ranſom, or Sum or Sums of Money, for the ſame purpoſe or intent, be not, or may not be adjudged, conſtrued, or taken to be prejudicial or hurtful to any Eſtate or Eſtates, Demiſe or Demiſes, Leaſe and Leaſes, Deviſe and Deviſes, Appointment or Limitation of any term of years, or of life or lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as ſhall then before have been, according to the true intent of theſe preſents, thereof made, limited or appointed to them, or any of them, in any wiſe. *Revocation.* Provided likewiſe, And moreover it is by theſe Preſents finally Concluded, Covenanted, Granted, Condeſcended unto, and Agreed by and between all the ſaid parties to theſe preſents, for them and their Heirs, notwithſtanding the limitations, declarations, and creating of the uſe or uſes, in or by theſe Preſents, as is aforeſaid. *And* notwithſtanding any thing herein theſe preſents, That if the ſaid *H.* Lord *S.* at any time or times hereafter, in or by his Deed or Deeds in Writing or Writings, indented, knowledged, and inrolled in any of the Courts of Record of our ſaid Soveraign Lord the Kings Majeſtie, his Heirs or Succeſſors, declare, limit or appoint, ſhall and every the uſe and uſes, or any of the uſe or uſes, in theſe preſents limited or mentioned of all the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Lands, Tenements, and Hereditaments and other the Premiſſes before mentioned with their Appurtenances, or of any of them, or of any part, parcel, or member of them, or any of them ſhall ceaſe, or in any wiſe or ſort whatſoever be annihilated, altered, abridged, made void or determined, that then, and at all times thenceforth, and as often, as well all and every ſuch Uſe and Uſes ſo to be declared,

Pro-

appointed to ceaſe, or to be altered, abridged, or made void and determined and all and every eſtate and intereſt, eſtates and intereſts, had made, raiſed or wrought, or to be had, made, raiſed or wrought, by reaſon, or in reſpect of theſe Preſents, or of any the ſeveral Fines, Recovery or Recoveries above mentioned, ſhall accordingly ceaſe, determine, and be annihilated, altered, abridged, made void and determined, for and concerning ſuch, and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and of all other the ſaid Premiſſes, whereof the ſaid ſeveral Fines afore mentioned, are Covenanted to be leived as aforeſaid, whereof the ſaid Uſe or Uſes ſhall be ſo declared, limited or appointed to ceaſe, or to be altered, abridged or or made void and determined, ſaving and excepting ſuch Uſe and Uſes, Deviſe and Deviſes, Leaſe and Leaſes, Demiſe and Demiſes, Appointment or limitation of any term or terms, as is, or ſhall be made according to the form and effect of theſe Preſents, by the ſaid *H.* Lo. *S.* and alſo ſuch uſe and uſes, eſtate and eſtates, as are appointed or limited by theſe Preſents, for or during the natural life of the ſaid La. *P.* as are before in and by theſe Preſents, or at any time ſhall then before be had, limited or appointed, to or for the ſaid Joynture of the ſaid La. *P.* *And* alſo that the ſaid ſeveral Fines and Recoveries ſo to be had, made, levied, knowledged, ſuffered or executed by the ſaid *H.* Lo. *S.* and all and every other Fine and Fines, Conveyance and Conveyances to be had or made thereof, or of any part thereof ſhall be, and ſhall be adjudged, conſtrued and taken to be. *And* alſo that they the ſaid *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and of every of them, and their and every of their Heirs and Aſſigns, and every of them ſhall ſtand and be ſeiſed of, and in ſuch and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Fees, Advowſons, Meſſuages, Lands, Tenements and Hereditaments, and of all other the ſaid Premiſſes, or of any of them, whereof the uſe or uſes aforeſaid, or any of them, or any ſuch uſe or uſes, as is aforeſaid, ſhall be ſo declared, limited or appointed to ceaſe, or to be altered, abridged or made void and determined, to and for the only uſe and behoof of the ſaid *H.* Lo. *S.* and of his Heirs and Aſſigns for evermore, ſubject and charged alwayes notwithſtanding to and with ſuch Leaſe and Leaſes, Demiſe and Demiſes, as the ſaid *H.* Lo. *L.* ſhall hereafter grant or limit to any perſon or perſons, according to the form and effect of theſe preſents, and to and with the Uſes, Intereſts, and Eſtates before limited or meant, or intended to be, to and for the ſaid La. *P.* her Joynture as is aforeſaid. *But* yet notwithſtanding, if at any time or times hereafter, the ſaid *H.* Lo. *S.* in or by his Deed or Deeds, Writing or Writings, knowledged and inrolled in any Court of Record of our Sovereign Lord the Kings Majeſty, his Heirs, or Succeſſors, ſhall give, declare, diſpoſe, limit or appoint all and ſingular the ſaid Honours, Caſtles, Mannors, Lands, Tenements, Rents, Reverſions and Hereditaments, and all other the ſaid Premiſſes whereof the ſaid ſeveral Fines are before Covenanted to be levied as aforeſaid, or any of the ſame, or any part thereof, or any Uſe or Uſes, Eſtate or Eſtates, Poſſeſſion or Intereſt, of or in the ſaid Honours, Caſtles, Mannors, Meſſuages, Lands, Tenements and Hereditaments and Premiſſes or of or in

any part thereof, to or for any perſon or perſons, or in any ſort whatſoever: That then and from thenceforth the ſaid ſeveral Fine and Fines, Recovery and Recoveries, to be had, levied, knowledged or ſuffered, by or for the ſaid *H.* Lord *S.* and the ſaid *H. S. J. M.* or by or for the Survivor and Survivors of them, ſhall be, and ſhall be adjudged, conſtrued and taken to be, *And* alſo that they the ſaid *H. S. J. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and their and every of their Heirs, ſhall ſtand and be ſeized for, and in ſuch and ſo much of the ſaid Honours, Caſtles, Mannors, Lands, Tenements, Hereditaments and Premiſſes, or of any of them, as of, for or concerning the which, any ſuch Gift, Diſpoſition, Declaration, Limitation or Appointment, in or by ſuch Deed or Deeds enrolled, ſhall be ſo had or made, by the ſaid *H.* Lord *S.* to and for ſuch uſe and uſes, and to the uſe of ſuch perſon and perſons, and of and for ſuch Eſtate and Eſtates, Intereſt and Intereſts, and in ſuch nature, quality and degree, and upon and under ſuch Condition and Conditions, Limitations and Proviſoes, and in ſuch ſort, manner and form, as in, or by ſuch Deed or Deeds inrolled, ſhall be of, for and concerning the ſame limited and appointed, declared or expreſſed by the ſaid *H.* Lord *S.* whether the Uſes, Eſtates, or any Uſe or Eſtate of, or in the Premiſſes, or any part thereof before in and by theſe Preſents are mentioned, be in or by ſuch Deed or Deeds inrolled by any expreſs word, matter, or thing contained therein, declared, limited, or appointed to ceaſe or to be annihilated, altered, abridged, made void and determined, or not, and yet the ſaid other Uſe and Uſes, Eſtate and Eſtates, ſo to be diſpoſed, declared, deviſed, limited or appointed, by the ſaid *H.* Lord *S.* in or by ſuch Deed or Deeds inrolled, to be notwithſtanding, and all waies ſubject, and charged to and with the Uſe and Uſes, Intereſt and Eſtate before by theſe Preſents, or at any time before the making of theſe Preſents, limited or meant, to, or for the ſaid Lady *F.* for her Joynture as aforeſaid, and to and with every ſuch Leaſe and Leaſes, as ſhall be made by the ſaid Lord *S.* according to the intent and true meaning of theſe preſent Indentures, any thing, matter or clauſe in theſe preſent Indentures contained, to the contrary thereof in any wiſe notwithſtanding. *In Witneſs whereof*, &c.

Popham, Egerton, Cooke, Brograve, Atkinſon, Godfrey, Heſketh, Owen.

A ſettlement of an Eſtate with a Power of Revocation.

THis Indenture made, &c. Between *G. B.* &c. of the one part, and *P.* &c. and *W. B.* &c. of the other part, *Witneſſeth*, That the ſaid *G. B.* for divers good and weighty Conſiderations him thereunto moving, and eſpecially to the end, intent and purpoſe, that all and ſingular, his Mannors, Lands, Tenements and Hereditaments, heretofore not conveyed or aſſured by the ſaid *G. B.* to remain and continue (or after the deceaſe of the ſaid *G. B.* unto the Name and Blood of the ſaid *G. B.* ſhall and may accrue) and come

Conſideration.

after

after the decease of the said *G. B.* unto the Heirs Male of his Body, lawfully issuing and for default of such issue then to the several Brothers, and next Heirs Males of the said *G.* as is hereafter limited in and by these Presents, with the liberty nevertheless for the said *G. B.* freely and clearly to dispose, change or alienate the Premisses, or any part thereof, for any Estate or Estates whatsoever, and to revoke, recal all and every the use and uses hereafter in these Presents limited, mentioned, appointed, or any of them, as in and by these Presents hereafter more fully appeareth, hath Covenanted, granted, declared and agreed, and by these Presents for him, his Heirs and Assigns, doth Covenant declare, grant and agree to and with the said *P. W.* and *W. B.* their Heirs and Assigns, that he the said *G. B.* shall and will, from and after the day of the date of these present Indentures, and before the Feast day of *E.* which shall be in the year of our Lord God 1663. acknowledge and levy 2 or more Fines, with Proclamations, according to the course of Fines used within the Counties Palatines of *C.* and *L.* before his Majesties Justice or Justices of Assize in that behalf lawfully authorized, or before some other person or persons in that behalf lawfully and sufficiently authorized unto them the said *P. W.* and *W. B.* and the Heirs of one of them, or unto some other persons and the Heirs of one of them, and by such name or names in that behalf, as by the said *P. W.* and *W. B.* Councel learned shall be reasonably required of all and singular the Mannors, Lordships, Lands, Tenements and Hereditaments of the said *G. B.* scituate, lying and being within the said several Counties of *C.* and *L.* and heretofore not conveyed or Assigned to and for the Joynture of *K. B.* the now Wife of the said *G.* but the remainders thereupon limited, declared and appointed the particulars of such Lands so assured in Joynture do appear in or by one Indenture in that behalf onely had or made by the said *G. B.* And the said *G. B.* doth for him, his Heirs and Assigns Covenant, grant, limit, declare and agree to and with the said *P. W.* and *W. B.* their Heirs and Assigns, that as well the said Fine and Fines so to be hereafter acknowledged and levyed as aforesaid, as also that all and every other Fine and Fines in any wise acknowledged or levied by the said *G. B.* at any time, from and after the day of the date of these present Indentures, and before the Feast of *E.* which shall be in the year of our Lord God 1663. unto any person or persons of all or any the said Residue of the said Mannors, Lordships, Lands, Tenements or other Hereditaments of the said *G. B.* and the Estate and Execution thereof shall be, and that all and every the said Conysees, and their Heirs, shall from and after the levying and Execution of the said Fine or Fines, immediately stand and be seized of all and every the Mannors, Lordships, Lands, Tenements and other the Hereditaments, therein Comprised, or to be Comprised, according to the true intent and meaning of these Presents, to the only uses, intents and purposes, and under, and upon the Provisoes, Limitations, Conditions, and Agreements hereafter mentioned, and to no other use, intent or purpose whatsoever, that is to say, to the use and behoof of the said *G. B.* and the Heirs Male of his Body lawfully begotten, and to be begotten, and for default of such Issue, then to the use and behalf of *E. B.* Brother of the said *G.* and the Heirs Male of his Body lawfully begotten, or to be begotten, and

To levy a Fine.

All assurances to be to the uses in these Presents.

The uses.

for default of ſuch Iſſue, then to the uſe of *J. B.* one other Brother of the ſaid *G. B.* and of the Heirs Male of his Body lawfully begotten, and to be begotten, and for default of ſuch Iſſue then to the uſe and behoof of *R. B.* one other Brother of the ſaid *G. B.* and of the Heirs Male of his Body lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *G.* his Heirs and Aſſigns for ever. Provided alwayes nevertheleſs, and it is fully agreed between the ſaid parties to theſe preſents, that the uſe and intent of the ſaid Fine and Fines is, and ſo for ever ſhall be reputed, and termed ſo to be, that it ſhall and may be lawful to and for the ſaid *G. B.* at any time or times, during his natural life by any his Deed or Deeds in Writing, as well to limit, convey, appoint, leaſe or aſſure all or any the Mannors, Lordſhips, Lands, Tenements, and other the Hereditaments, ſo compriſed or to be compriſed in the ſaid Fine or Fines, or any part or parcel thereof unto any other perſon or perſons, their Heirs, Executors, or Aſſigns, for any term Freehold, or other Eſtate or Eſtates whatſoever, upon Condition, Limitation or otherwiſe by any his Deed or Act in writing under his hand and Seal or by his laſt Will and Teſtament in writing publiſhed in the preſence of lawful Witneſſes, ſimply and abſolutely at his Will and pleaſure, notwithſtanding any the ſaid Uſe and Uſes in theſe Preſents formerly limited or appointed as alſo by any his like Deed or Deeds in writing, or ſuch laſt Will, as aforeſaid, to grant to any perſon or perſons, their Heirs, Executors, or Aſſigns, or to any of them to any uſe or uſes whatſoever, any annual or yearly Rent or Rent-Charge, or otherwiſe to be iſſuing and going out of all and ſingular the ſaid Mannors, Lordſhips, Lands, Tenements, or Hereditaments ſo compriſed or to be compriſed, in the ſaid Fine or Fines, or out of any part thereof for any term, time, Eſtates or Eſtate whatſoever, upon any Condition, Limitation, or otherwiſe, ſimply and abſolutely at his will and pleaſure, as to the ſaid *G.* ſhall in any wiſe hereafter ſeem expedient or convenient. And it is likewiſe agreed, by and between the ſaid parties to theſe Preſents, That the Conuſees and their Heirs, ſhall ſtand and be ſeized from time to time, and at all times reſpectively and ſeverally, as well from and after ſuch Limitation, Conveyance, Appointment, or Aſſurance of the ſaid Premiſſes, or of any parcel thereof, ſo to be had or made by the ſaid *G.* as aforeſaid of ſuch and ſo much of the ſaid Premiſſes, as by him ſhall be ſo limited, conveyed, appointed, leaſed, declared or aſſured as aforeſaid, unto the uſe of ſuch perſon or perſons to whom the ſaid *G.* ſhall ſo limit, convey, appoint, declare, leaſe or aſſure the Premiſſes, or any part thereof as aforeſaid, for ſuch Terms, Eſtate and Eſtates whatſoever, and in ſuch manner, form and condition, as the ſaid *G. B.* ſhall by his ſaid Deed or Deeds, ſo limit, will, convey, appoint, leaſe, declare, or aſſure the Premiſſes, or any part thereof, and afterwards then to the ſeveral uſe or uſes before in theſe preſents limited and appointed, as alſo ſhall likewiſe ſtand and be ſeized to the uſe, intent and purpoſe, that all and every ſuch perſon or perſons, their Heirs, Executors, and Aſſigns, to whom the ſaid *G. B.* ſhall hereafter by any his Deed or Deeds, or by his laſt Will and Teſtament in writing, limit, appoint, grant, declare, or bequeath any annual or yearly Rent, or Rent-Charge, or otherwiſe, to be iſſuing or going out of all or any the ſaid Mannors, Lordſhips,

Proviſo for the Grantor to make any Eſtates of the Premiſſes.

The Conuſees to ſtand ſeized to the uſe of ſuch perſons to whom ſuch Eſtates ſhall be made during their Eſtates.

ſhips, Lands and Tenements, and other Hereditaments ſo compriſed or to be compriſed in the ſaid Fine or Fines, or out of any part thereof, ſhall and may annually and yearly have, perceive, and receive all and every ſuch annual or yearly Rent and Rents, to him or them limited, appointed, granted, declared or bequeathed at ſuch dayes and times, and for ſuch Term, Eſtate and Eſtates whatſoever, and in ſuch manner and form, as by ſuch ſaid Limitation, Appointment, Grant, Declaration, Requeſt, or by the true intent or meaning thereof, ſhall be in any ſort limited, mentioned, appointed, or declared. Provided nevertheleſs and upon Condition, and the uſe and intent of the ſaid Fine and Fines, and the Execution thereof is, and ſo for ever ſhall be taken to be, That if the ſaid *G. B.* at any time and times hereafter, ſhall be minded or determined to Revoke, Repeal, and make void, all or any the Uſe or Uſes formerly in or by theſe Preſents limited or appoined unto the ſaid *E. B.* *J. B.* and *R. B.* or unto any of them, or unto any of their Heirs Males of their or any of their ſeveral bodies aforeſaid, and hereupon ſhall ſignifie or publiſh by any his Deed or Deeds in Writing, ſealed and delivered, or by his laſt Will and Teſtament in Writing by him publiſhed, in the preſence of 2 Witneſſes, ſuch his purpoſe and determination, to Revoke and Recal, and ſhall and do thereby likewiſe Recal all and any the ſaid Uſes, or any the Eſtate or Eſtates thereby, or by the means hereof inveſted, or to be inveſted in the ſaid *E. B.* *A. B.* and *R. B.* or any of them, their or any of their Heirs Males of their bodies, that then and from thenceforth all and every ſuch Uſe and Uſes, Eſtate and Eſtates, as he the ſaid *G. B.* ſhall ſo ſignifie or publiſh by his Deed or Deeds or laſt Will as aforeſaid, that he is ſo purpoſed to revoke and recall, and which he the ſaid *G. B.* ſhall ſo revoke and recal, ſhall immediately ceaſe, be void, fruſtrate, and of no longer Effect or Conniſance in the Law, as if the ſaid Uſe or Uſes, Eſtate or Eſtates, ſo revoke or recal'ed, or ſignified to be revoked or recalled, had never been mentioned or limited in theſe preſent Indentures, any limitation of uſe or uſes in theſe preſents, or any the Grant, Execution, making or declaring of any Eſtate or Eſtates by livery or otherwiſe before ſuch ſaid Revocation, Recalling or alteration, or any other matter or thing whatſoever to the contrary notwithſtanding. *In Witneſs whereof*, &c.

Power of Revocation.

Tildeſley,
Davenport.

A ſettlement of an Eſtate by Fine after a Sum of Money paid by the Grantor, (the uſe of which Fine is declared to be to the uſe of the perſon to whom the money was payable) and after the Money paid to ſettle the Eſtate upon the Grantor, &c.

THis Indenture tripartite, &c. between *R. H.* and *K.* his Wife of the firſt part; *A. B.* on the 2d part, and *C. D.* on the 3d part; Witneſſeth, That the ſaid *R. H.* and *K.* his wife, for and in conſideration of the Sum, &c. by *R. S.* of, &c. in the County of *L.* Eſq; before the ſealing and delivering

of these presents paid, &c. whereof they acknowledge themselves to be fully satisfied thereof. And every part thereof, do clearly acquit, exonerate and discharge the said *R. S.* his Heirs, Executors, and Administrators for ever, and by these presents do covenant, promise, and grant for themselves, their Heirs, Executors, and Administrators by these presents, to and with the said *A. B.* and *C. D.* &c. that they the said *R. H.* and *K.* his wife, and the Heirs of the said *R.* shall, and will on this side, and before the Feast of *E.* next ensuing after the date of these presents by Fine with Proclamations in due form of Law to be acknowledged and levied before the Kings Majesties Justice or Justices at *L.* for the time being, lawfully and sufficiently convey and assure or cause to be conveyed and assured unto the said *A. B.* and *C. D.* or to the Survivor of them, and to the Heirs of the one of them for ever, all and singular, that the part, purparty, and portion, which to the said *R. H.* now or at any time heretofore appertained of or within the Manor or reputed Manor of *Co* of or in the Rights, Members and Appurtenances thereof in the said County of *L.* and all that Capital Messuage and Tenement in *C. R.* aforesaid commonly called the Park Hall, and all and every the Houses Edifices, Buildings, Orchards, Gardens, Lands, Tenements, and Hereditaments, scituate in *C.* and *W.* and in either of them, to the aforesaid capital Messuage and Tenement in any wise appertaining, or therewithall now or at any time heretofore used, occupied, reputed or enjoyed as part or parcel thereof, or as thereunto in any wise belonging, and all and singular other the Messuages, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Commons, Common of Pasture, and Turbary, Rents, Reversions, Services, Profits, Commodities, Emoluments and Hereditaments whatsoever, with their and every their Appurtenances of the said *R. H.* scituate, lying and being in *C.* aforesaid, *B.* and *G.* and in every or any of them in the said County of *L.* or elsewhere and possession soever the same be, or shall be, wherein or wherein the said *R.* now hath, or at any time heretofore had any Estate or Inheritance whatsoever. And also all and singular the Messuages, Cottages, Lands, Tenements, and Hereditaments whatsoever, with their and every of their Appurtenances of the said *R.* scituate and being in *C.* in the said County of *L.* hereafter mentioned or specified &c. one other Cottage and certain Lands and Hereditaments, with the Appurtenances therewith occupied, now or late in the tenure or occupation of *W. C.* or his Assigns, of the yearly Rent of 2*s.* 2*d.* with divers other Cottages, &c. It is granted and agreed by and between all and every the said parties to these presents, for themselves, their Heirs, and Assigns, by these presents; and also the said *R.* and *K.* his Wife, for themselves, their Heirs & Assigns, do covenant, grant, declare, limit and agree, to and with the said *A. B.* and *C. D.* their Heirs and Assigns, by these Presents, that the said Fine to be knowledged and levyed of and in the said Hereditaments and Premisses as aforesaid, and the Execution thereof, and the Estate, Right, Title, Interest, and Possession of them the said *A. B.* and of the Heirs of such of them to whom the Inheritance of or in the Premisses shall be limited in and by the said intended Fine, and of the Survivor of them, and his Heirs, of and in the said Hereditaments and Premisses, shall be and so for ever shall be adjudged and taken to be. And also that they the said *A. B.* and the

To levy a Fine.

The Fine to be to the uses in these Presents.

the Heirs of ſuch one of them, to whom the Inheritance of the ſaid Premiſſes ſhall be limited in or by the ſaid intended Fine, and the Survivor of them and his Heirs, ſhall ſtand and be ſeized of and in all and ſingular the ſaid Hereditaments and Premiſſes, and of every part thereof, with the Appurtenances; to and for the Uſes, Intents and Purpoſes, and under and upon the Proviſoes, Limitation, Conditions, and Agreements, hereafter in theſe Preſents mentioned, and to no other Uſe, Intent or Purpoſe whatſoever: That is to wit, to the uſe and behoof of the ſaid *C. D.* & *G.* and their Heirs, under and upon the Proviſo, Limitation, Clauſe, Condition, and Agreement, nevertheleſs hereafter in theſe Preſents mentioned and contained. *Proviſo that if the Grantor pay the Money the Fine to be to his uſe, &c.* Proviſo always, and upon Condition, and the further uſe and intent of the ſaid intended Fine, and of the Eſtate thereby to be had or made of and for all & every the ſaid Hereditaments and Premiſſes, is & ſo for ever hereafter ſhall be taken to be, that if the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall and do well and truly ſatisfie, tender, or pay, or cauſe to be well and truly ſatisfied, tendred, or paid unto the ſaid *R. S.* his Executors, Adminiſtrators, or Aſſigns, or any of them, the full Sum of &c. the ſaid ſeveral tenders or payments to be had and made, in manner and form aforeſaid, at or in the now dwelling houſe of the ſaid *R. S.* commonly called or known by the name of *S.* that then and from thenceforth, as well all and every the ſaid Uſe and Eſtate of the ſaid *C. D.* their and either of their Heirs and Aſſigns, of and in all and every the ſaid Hereditaments and Premiſſes ſhall forthwith ceaſe and be utterly fruſtrate and void, any thing in theſe preſents to the contrary notwithſtanding: As alſo that immediately after the ſaid Sum ſhall be ſo lawfully tendred ſatisfied or paid as aforeſaid, the ſaid Fine ſo intended to be limited as aforeſaid, and the Eſtate thereby in any wiſe to be had or made, ſhall be, and ſo for ever hereafter ſhall be taken to be, of and in all and every the ſaid Hereditaments and Premiſſes, to the uſe and behoof of the ſaid *R. H.* and *K.* his Wife, for and during their natural lives, and for and during the natural life of the longer liver of them, and from and after their deceaſes, then to the uſe and behoof of the Heirs Male of the body of the ſaid *R. H.* upon the body of the ſaid *K.* lawfully begotten and to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the Heirs Male of the body of the ſaid *R. H.* lawfully to be begotten, and for default of ſuch Iſſue, then to the uſe of the right Heirs of the ſaid *R. H.* for ever, any thing in theſe Preſents, or otherwiſe to the contrary thereof notwithſtanding. *Until default of payment quietly to enjoy.* And the ſaid *C.* and *D.* do covenant and grant to and with the ſaid R. *H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That if *A. S.* the now wife of the ſaid R. *S.* and Mother of the ſaid R. *H* ſhall happen to deceaſe before default of payment of the ſaid Sum of &c. ſhall happen to be made, that then from and after her deceaſe, the ſaid R. *H.* and his Aſſignee or Aſſigns, ſhall and may at all times hereafter peaceably and quietly have, hold, occupy and enjoy, all and ſingular the ſaid Hereditaments and Premiſſes, and every part thereof, with the Appurtenances, for and during ſuch only time, and until that the ſaid R. *H.* his Executors, Adminiſtrators, or Aſſigns, ſhall make default of or in payment of the ſaid Sum, in the ſaid Proviſo or Condition of Redemption before mentioned or ſpecified, or of any part thereof,

contrary to the tenor and true intent and meaning thereof, without any the lett, trouble, moleſtation, diſturbance, interruption, or eviction of the ſaid *C.* and *D.* or of either of them, their or either of their Heirs or Aſſigns, or of any other perſon or perſons whatſoever, claiming by, from, or under them, or any of them. *And* the ſaid *R. H.* and *K.* his Wife, for them their Heirs, Executors, and Adminiſtrators, do Covenant, and Grant, to and with the ſaid *C. D.* their Heirs and Aſſigns by theſe Preſents, and to and with every of them, That if the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall make default of or in the payment of the ſaid Sum of &c. or of any part thereof, contrary to the tenor and true meaning of the ſaid Proviſo, Clauſe, Condition of Redemption or Agreement before mentioned, that then and from thenceforth all and ſingular the ſaid Hereditaments and Premiſſes, and every part thereof with the Appurtenances, ſhall and may remain, continue and be unto the ſaid *C.* and *D.* their Heirs and Aſſigns for ever, free, clear, and clearly acquitted, exonerated, and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs by the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns of, for, from, and concerning all and every former and other Bargains, Sales, Gifts, Grants, Leaſes, Promiſes, and Agreements, Eſtates, Joyntures, Dowers, Titles of Dower, Statutes, Recognizances, Judgements, Executions, Condemnations, and of and from and concerning all and every other charges, titles, troubles, and incumbrances whatſoever heretofore committed, had, made, done, knowledged levied, ſuffered or executed, or hereafter to be committed, had, made, done, knowledged, levied, ſuffered or executed by the ſaid *R. H.* his Heirs or Aſſigns, or any of them, or by any other perſon or perſons whatſoever, having or lawfully claiming to have any Eſtate, Right, Title, Intereſt, Claim or Demand whatſoever, of, in, or to the ſaid Hereditaments and Premiſſes, or of, in, or to any part or parcel thereof, by, from, or under the ſaid *R. H.* and *K.* or either of them, or by, from, or under the Heirs or Aſſigns of the ſaid *R. H.* in any wiſe. Leaſes heretofore made by the ſaid *R. H.* before the Feaſt day of St. *M.* laſt paſt date hereof, or of all or any part of the ſaid Hereditaments and Premiſſes, to any perſon or perſons, for 3 lives, or under, or for term of 21 years or under, whereupon the old, ancient and accuſtomed Rents and Services are reſerved, and ſhall be due and payable during the ſame ſeveral Terms, and the Joyntures of *A. S.* now wife of the ſaid *R. S.* and Mother of the ſaid *R. H.* only and ever fore-priſed and excepted. And further alſo, That the ſaid *C.* and *D.* their and either of their Heirs and Aſſigns, and every of them, at all times from and after the non-payment or default of payment of the ſaid Sum of &c. contrary to the tenor and true meaning of the ſaid Proviſion, Clauſe, Condition of Redemption or Agreement before mentioned, if any ſuch default ſhall happen, ſhall and may peaceably and lawfully, and quietly have, hold, and enjoy all and every the ſaid Hereditaments and Premiſſes, and every part thereof, with the Appurtenances, diſcharged or ſaved harmleſs as aforeſaid, and without any Let, Trouble, Suit, Diſturbance, Interruption or Eviction of the ſaid *R. H.* his Heirs or Aſſigns, or of any of them, or any other perſon or perſons whatſoever, having or lawfully claiming to have any Eſtate, Right, Title, or Intereſt, of in or to the ſaid Hereditaments and Premiſſes, or of in or to any part or

If default be made the Premiſſes to remain to the Grantees.

Diſcharged of Incumbrances.

Reception.

The Grantees after ſuch default quietly to enjoy.

or parcel thereof, by from or under them, or any of them, except before, and in manner and in form only before excepted. And further alſo, That he the ſaid R. H. and K. his wife, and the Heirs of the ſaid R. H. ſhall and will from time to time and at all times, during and within the ſpace of 7 years next enſuing, after ſuch non-payment, or default of payment to be had or made, or happening of the ſaid Sum, &c. or of any part thereof, at any of the ſaid ſeveral dayes, times, or places before mentioned, at and upon the reaſonable requeſt, coſts and charges in the Law of the ſaid R. S. his Heirs or Aſſigns, do make, knowledge, levy, ſuffer, and execute, and cauſe to be do done, made, knowledged, levied, ſuffered, and executed, all and every ſuch further Act and Acts, Thing and Things, Deviſe or Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further betrer and more aſſured ſurety, ſure-making, conveying, and aſſuring, of all and ſingular the ſaid Hereditaments and Premiſſes, and of every part thereof, and of the Reverſion and Reverſions, Remainder and Remainders, thereof, and of all his and their Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, in, and to the Premiſſes, and of every part thereof, with the Appurtenances, unto, or for the only proper and abſolute uſe and behoof of the ſaid C. and D. and of their Heirs & Aſſigns for ever, be it either by Fine, Feoffment, Recovery with Voucher or Vouchers over, Deed or Deeds, inrolled or not inrolled, Releaſe, with warranty againſt the ſaid R. H. his Heirs and Aſſigns, except only and in manner and form aforeſaid excepted, or otherwiſe without Warranty, Confirmation, or by all or any of the ſaid wayes or means, or by any other lawful wayes or means whatſoever, as by the ſaid R. S. his Heirs or Aſſigns, or his or their Councel learned in the Law, ſhall be in that behalf reaſonably deviſed or adviſed, ſo that for the doing, making, knowledging, or executing thereof, they or any of them be not enforced to travel alone the diſtance of ten Miles, from ſuch place or places, where he or they reſpectively ſhall be abiding or dwelling at the time of ſuch Requeſt or Requeſts ſo to be made. And it is *further* agreed, That if it ſhall happen to be comprehended or contained by or by reaſon or means of the Number or Contents of Acres to be mentioned in ſuch ſaid intended Fine, any Meſſuages, Lands, or Hereditaments, other than the ſaid covenanted intended Hereditaments, ſo former by agreed in or by theſe Preſents, to be contained as aforeſaid: That then the ſaid Fine, and the Eſtate thereby to be had or made, for ſuch and ſo much only of the ſaid other Hereditaments, not being parcel of the ſaid Hereditaments and Premiſſes ſo covenanted and agreed in or by theſe Preſents, to be aſſured or conveyed as aforeſaid, as ſhall happen by means of ſuch Surpluſage of Acres, to be compriſed in or by ſuch ſaid intended Fine ſhall be, and ſo for ever ſhall be taken to be to the uſe and behoof of the ſaid R. H. and K. his wife, for and during their natural life, and for and during the natural life of the longer liver of them; and after their deceaſe, then to the uſe of the Heirs Male of the body of the ſaid R. H. upon the body of the ſaid K. lawfully begotten and to begotten; and for default of ſuch Iſſue, then to the uſe of the Heirs Male of the body of the ſaid R. H. lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe of the right Heirs of the ſaid R. H. for ever. *In Witneſs*, &c. *Walmyſley, Davenport.*

further Aſſurance.

If by reaſon of the number of acres to be contained in the Fine, any Lands other than were agreed, ſhall be put in the Fine as to ſuch ſurpluſage of Land, ſhall be to the uſe of the Grantor.

Settlement

Settlement of an Estate after a Marriage had.

THis Indenture tripartite made, &c. between *L. S.* of *S.* &c. of the first part; *R. S.* great Cosin and Heir apparant of the said *L.* of the 2d part, *W. D.* and *E. J.* &c. of the 3d part, Witnesseth; That whereas a Marriage was and hath been heretofore duly solemnized and consumated by and between the said *R. S.* and *M.* now his Wife, one of the Daughters of the said *E. J.* And whereas certain Conveyances and Assurances were and have been heretofore had and made, of the Mannors, Messuages, Lands, Tenements, and Hereditaments hereafter in these Presents mentioned or specified, to the Uses declared, contained, or specified, in and by certain Indentures, bearing date the 4th day of *A.* &c. made betwixt the said *L S.* of the one part, and the said *E. J.* of the other part, as by the same Indentures and Conveyances more fully and at large appeareth. And whereas also it is now concluded and agreed by and between all and every the said parties to these Presents, for themselves, their Heirs and Assigns by these Presents, That all and every the said Mannors, Messuages, Lands, Tenements, and Hereditaments hereafter mentiond or specified, shall from henceforth remain, continue and be so to the several and only uses, behoofs, intents, purposes, and under and upon the Libertie, Limitations, Provisoes, and Agreements hereafter in these Presents mentioned or specified, notwithstanding any the said mentioned Conveyances or Assurances, or any the Use or Uses or Limitations therein, or in any of them contained, or any other matter or thing whatsoever to the contrary notwithstanding. Now therefore it is covenanted, concluded, and fully agreed, by and between all and every the said parties to these Presents, for themselves their Heirs, Executors, Administrators, and Assigns, in manner and form following. And first, the said *L S.* and *R.S.* for themselves, their Heirs, Executors, and Administrators, do covenant, grant, and agree, to and with the said *W. D.* &c. and *E. J.* their Heirs, Executors, and Administrators by these Presents, that they the said *L. S.* and *R. S.* and their Heirs, or the Survivor of them, and his and their Heirs, shall and will on this side, and before the Feast day of St. *M.* the Arch angle, next ensuing after the date of these Presents, at and upon the equal costs and charges in the Law of the said *L S.* and *E. J.* by Fine or Recovery, or other good and sufficient Conveyances and Assurances in the Law, lawfully and sufficiently convey and assure, or suffer to be conveyed and assured, to the said *W. D.* and the said *E. J.* or to the Survivor of them, his or their Heirs, or to the Heirs of one of them, all those the Mannors or Lordships of *S.* and *F.* with all and singular their and every of their Rights, Members, and Appurtenances whatsoever, scituate, lying, and being within the said County of *D.* and also all and singular the other Mannors, Messuages, Mills, Cottages, Lands, Tenements, Meadows, Pastures, Closes, Commons, Woods, Under woods, Rents, Reversions, Services and Hereditaments whatsoever, being of the nature of Free-hold, with all and singular their and every

L S. and R.S. Covenant before &c. to convey the Lands to W. D. and E. J. and their Heirs.

every of their Rights, Members and Appurtenances whatsoever, scituate, lying and being within the Lordships, Territories, Towns, Hamlets, Parishes and Fields of *S.F.H. M.F.F. C.F. M.W.M. T.M.* and little *L.* or any of them, in the said County of *D.* or elsewhere, within the several Counties of *C.* and *D.* and of either of them, whereof, or wherein they the said *L.* and *R.* or either of them, now have, or at time heretofore, had any Estate or Inheritance, in Possession, Reversion, Remainder, or otherwise, and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Hereditaments and Premisses, and of every part thereof, with the Appurtenances, to and for the several, and only uses, behoofs intents and purposes, and under, and upon the Liberties, Limitations, Provisoes and Agreements hereafter in these Presents expressed, mentioned or declared, and to no other use, intent and purpose whatsoever: And for the better Declaration of the use, uses, intent and purpose, of such said Fine, Recovery, and other the said Covenant, or intended Conveyances and Assurances so to be had, made, knowledged, levyed or executed, of and in any the said Mannors, Lands, Tenements, Hereditaments and Premisses as aforesaid. It is further Covenanted, concluded and agreed by and between the said parties to these Presents, And also the said *L.* and *R.* severally for themselves, their Heirs and Assigns, do Covenant, grant, declare, limit and agree, to and with the said *W.D.* and *E.F.* their Heirs and Assigns by these Presents, that the said Fine, Recovery or Recoveries, and Covenanted or Intended Conveyances or Assurances, so to be had, made or executed, of and in the said Mannors, Hereditaments and Premisses as aforesaid, and every of them, and the execution thereof shall be, and so for ever shall be adjudged and taken to be; and also that they the said *W.D.* and *E.F.* and their Heirs, and the Survivor of them, his and their Heirs, shall stand and be seized of, and in all and singular the said Mannors, Messuages, Lands, Tenement, Hereditaments and Premisses, and of every part thereof, with the Appurtenances, to and for the several and only uses, behoofs, intents and purposes, and under, and upon the Liberties, Limitations, Provisoes and Agreements hereafter in these Presents expressed, mentioned, declared, limited or appointed, according to the tenor and true meaning of these presents, and to no other use, intent or purpose whatsoever. That is to say, Of, and in all that Capital Messuage and Tenement, with the Appurtenances, being parcel of the Premisses, commonly called or known by the name of *F.H.* scituate and being in *F.* in the said County of *D.* now or late in the tenure or occupation of *P.S.* Gent Brother of the said *L.* or his Assigns, and of, and in all and singular the Houses, Edifices, Lands, Meadows, Feedings, Pastures, and Hereditaments whatsoever, with the Appurtenances to the said Capital Messuage and Tenement belonging or appertaining, or therewithall heretofore usually occupied or enjoyed as part, parcel, or member or Appurtenances thereof or thereto, and of and in 2 Messuages, and Tenements, & the Lands and the Hereditaments thereunto belonging, with the Appurtenances in like manner, being parcels of the Premisses, scituate, lying and being in *F.* aforesaid, now or late in the tenure or occupation of the said *L.S.* or his Assigns, and of, and in 2 other Messuages and Tenements, and the Lands and Hereditaments thereunto belonging, with the Appurtenances, parcels also of

The uses of the Assurances declared.

the

the Premiſſes, being ſcituate, lying, and being in *F.* in the ſaid County of *D.* now or late in the ſeveral tenures, or occupations of one *C. A.* and *A. B.* or of either of them, their or either of their ſeveral Aſſigns, and of and in one Fulling-Mill, and all the Dams, Streams, Waters, Water-courſes, Lands and Hereditaments thereunto belonging, with the Appurtenances, Scituate and being in *F.* aforeſaid (in like manner parcels of the Premiſſes being) to the uſe and behoof of the ſaid *L.* and *B.* his now Wife, and of their Aſſigns, for and during the term of their natural lives, and of the Survivor and longer liver of them, without impeachment of any manner of Waſt, onely during the natural life of the ſaid *L.* for, and in full Recompence of the Joynture or Dower of the ſaid *B.* and in Bar of her Dower for ever. And nevertheleſs, It is intended and agreed, that if the ſaid *B.* ſhall do or at any time or times, after the deceaſe of the ſaid *L. S.* (if ſhe ſhall ſurvive and over-live the ſaid *L.* her Husband) Commence, or cauſe to be commenced, any Action or Suit for any Dower belonging, or to be belonging, of, out of or in all, or any the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, or any part or parcel thereof, and ſhall not hold her ſelf ſatisfied with the ſaid Lands and Hereditaments, in or by the ſaid limited, meant or intended, to and for her Joynture and Dower, then and immediately thenceforth or otherwiſe, from and after the ſeveral deceaſes of the ſaid *L.* and *B.* and of the Survivor of them the ſaid Conuſees, which of them ſhall firſt happen, Recoverors, Feoffees, and their Heirs, and the Survivors and Survivor of them, his and their Heirs, ſhall ſtand and be ſeized of, and in the ſaid Capital Meſſuage and Tenement, and the Lands and Hereditaments thereunto belonging, with the Appurtenances, called or known by the name of *F. H.* late in the Tenure or occupation of the ſaid *P.* or his Aſſigns, and of, and in the ſaid two Meſſuages and Tenements, and the Lands and Hereditaments thereunto belonging, with the Appurtenances in *F.* aforeſaid, now or late in the Tenure or Occupation of the ſaid *L. S.* party to theſe Preſents, or his Aſſigns, to the uſe and behoof of *L. S.* the younger, one of the Sons of the ſaid *L.* the elder, for and during his natural life (if the ſaid *L. S.* the elder do not, or ſhall not hereafter by any his Deed, or Act in Writing, or by his laſt Will in writing, limit, or appoint, that the ſaid Eſtate for life of the ſaid *L.* the younger, ſhould or ſhall ceaſe, be fruſtrate or void) the Eſtate of the ſaid *L.* the younger, during the continuance thereof, nevertheleſs, to be charged and chargeable, and to the uſe, intent and purpoſe, nevertheleſs, that the Heirs Males for the time being of the ſaid *L.* the elder party to theſe preſents, ſhall and may annually and yearly thenceforth during the natural life of the ſaid *L.* the younger, receive, perceive, and take the yearly Rent of 36 ſhill. of good and lawful Money of *England*, to be iſſuing and payable out of the ſaid laſt two Meſſuages, and Tenements in *F.* aforeſaid, at the two ſeveral yearly Feaſt-dayes of the Nativity of St. *J.* Bap. and St. *M.* by equal portions, and of and in the Remainder, Reverſion, and Reverſions thereof, immediately after the determination of the ſaid Eſtate for life of the ſaid *L.* the younger; and alſo of and in the reſt and reſidue of all and ſingular the ſaid Lands, Tenements and Hereditaments, and of every part thereof, with the Appurtenances formerly in, or by theſe Preſents, [illegible] meant,

mentioned or appointed, to, or for the uſe of the ſaid *L.* the elder, and *B.* his Wife, for term of their lives as aforeſaid, from and immediately after the ſeveral deceaſes of the ſaid *L.* the elder, and *B.* his Wife, to the uſe and behoof of the ſaid *R. S.* and his Aſſigns, for and during the term of his natural life, without impeachment of any Waſt, and from and after his deceaſe, then to the uſe and behoof of the firſt Son of the Body of the ſaid *R. S.* upon the Body of the ſaid *M.* begotten, and to be begotten, and of the Heirs Males of the Body of ſuch ſaid firſt Son lawfully to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of the 2d Son of the Body of the ſaid *R.* upon the Body of the ſaid *M.* begotten, and to be begotten, and of the Heirs Males of the Body of the ſaid 2d Son lawfully to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of the 3d Son of the body of the ſaid *R.* upon the Body of the ſaid *M.* begotten, &c. and of the Heirs Males of the Body of the ſaid 3d Son lawfully to be begotten, &c. [and that goeth to the 6th Son] and for default of ſuch Iſſue, then ſucceſſively and reſpectively, to the uſe and behoof of every other next and eldeſt Son of the Body of the ſaid *R. S.* lawfully to be begotten, and of the Heirs Males of the Body of every ſuch ſaid next and eldeſt Son lawfully to be begotten; the elder, and the Heirs Males of his Body, being ever preferred before the younger, and the Heirs Males of his Body; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *L. S.* the younger, and his Aſſigns, for and during the term of 80 years, then next, and immediately following fully to be compleat and ended, if *W. S.* one other of the Sons of the ſaid *L.* the elder, ſhall ſo long live, the ſaid laſt mentioned Eſtate of the ſaid *L.* the younger, charged and chargeable, and to the uſe intent and purpoſe; *Neverthleſs*, that the ſaid *W. S.* and his Aſſigns, ſhall and may annually and yearly, for and during ſuch, and ſo long time as the ſaid *W.* ſhall then happen to live, from and after ſuch time as the ſaid *L.* the younger, or his Aſſigns, ſo by means or virtue of theſe Preſents intituled, *To have and to hold* the ſaid Hereditaments and Premiſſes, or to have and perceive the Rents, Iſſues and Profits thereof, and of the other Hereditaments hereafter mentioned, by virtue of theſe Preſents, and of the Uſes or Limitations therein contained, and of the ſaid Covenanted or intended Conveyances and Aſſurances, perceive, receive, have, and take one annual or yearly Rent of 100 l. by the year, of good and lawful mony of *England*, hereafter mentioned, to be iſſuing and going, and payable yearly, during the ſaid Term, out of all the ſaid Hereditaments and Premiſſes ſo limited, to or for the Joynture of the ſaid *B.* after the ſaid Eſtate of the ſaid *B.* determined, and out of the other Lands hereafter in, and by theſe Preſents mentioned to be therewithall charged, at the 2 ſeveral yearly Feaſt-dayes of the Nativity of St. *J. Bapt.* and St. *M.* by equal portions: And in default of payment thereof, or of any part thereof, by the ſpace of 10 dayes next enſuing after any of the ſaid Feaſt-dayes, in which the ſame ought to be paid as aforeſaid, that then and in ſuch caſe, and ſo often the ſaid *W. S.* and his Aſſigns, ſhall and may enter and diſtrain therefore, and for the Arrearages thereof, if any ſuch there be, in all and every, or any part of the ſaid Hereditaments and Premiſſes, and from and after the determination of the ſaid Eſtate, or term of years ſo limited, unto the ſaid *B.*

the

the younger, either by the decease of the said *W. S.* or by perfection of [illegible] then to the use and behoof of the said *W. S.* and of the Heirs Males of the Body of the said *W.* lawfully begotten, and to be begotten, and for default of such Issue, then to the use and behoof of the said *L. S.* the younger, and the Heirs Males of his Body lawfully begotten and to be begotten, and for default of such Issue, then to the use and behoof of *E. S.* of *W.* in the said County of *C.* and the Heirs Males of his Body lawfully begotten and to be begotten, and for default of such Issue, then to the use and behoof of *C. S.* of *W.* aforesaid, Gent. and the Heirs Males of his Body, lawfully begotten and to be begotten, the said several Estates of the said *E.* and *S.* to be charged and chargeable, nevertheless, in manner and form as thereof, or hereafter in, or by these Presents are limited; And for default of such Issue, then to the use and behoof of the said *L.* the elder, and his right Heirs for ever. And of, and in all those 4 Closes, Inclosures or inclosed Grounds, with the Appurtenances (being parcels of the said Hereditaments and Premisses, so to be conveyed or assured as aforesaid) commonly called or known by the names of *O. L.* and *N. L.* and being in *S. F.* aforesaid in the said County of *D.* now, or late in the Tenure or Occupation of the said *L.* the elder, or his Assigns, and being of the clear yearly value of 20 Marks by year, above all Charges and Reprises, to well to the use, intent and purpose, that the said *R. S.* and *M.* his Wife, and their Assigns, and the Survivor of them, his and her Assigns, for and in recompence of the Joynture and Dower of the said *M.* saving the like augmentation thereof, herein hereafter mentioned, shall and may annually and yearly, from and after the making hereof, for and during the natural life and lives of them, and of the Survivor and longer liver of them, perceive, receive, take and enjoy, one annual and yearly Rent of 15 *l.* by the year, of good and lawful money of *England*, to be issuing, going and payable out of the said last mentioned Closes, or inclosed Grounds, at two several yearly Feast days of the Nativity of St. *J.* and of St. *M.* by equall portions, and in default of payment thereof, or of any part thereof, at any of the Feast days, or times aforesaid, contrary to the tenor and true meaning of these Presents; That then and so often, it shall and may be lawful, to and for the said *R. S.* and *M.* his Wife, and the Survivor of them, and their and either of their Assigns, into the said Inclosures, or inclosed Grounds, to enter and distrain for the said yearly Sum of 15 *l.* and every or any part thereof, and for the Arrearages thereof, if any such there be, and the Distress and Distresses there taken and had, to lead, drive, take and carry away, Impark, Impound and with them to detain and keep, until they, and every of them, of the said yearly Rent or Sum of 15 *l.* and of the Arrearages thereof, if any such there be, be fully satisfied and paid. And if it happen the said yearly Rent or Sum of 15 *l.* or any part thereof, to be behind and unpaid, in part or in all, by the space of 20 dayes, next ensuing after any the Feast days aforesaid, that then and from thenceforth, the said Fine, Recovery, Covenanted, or intended Conveyances and Assurances, so to be had, made, levyed or executed, of and in the said Hereditaments and Premisses aforesaid, and the execution thereof shall be, and so for ever shall be, and so for ever shall be adjudged and taken to be. *And* also, the said Conuzees, Recove-

To raise an Annuity.

For non-payment to distrain.

ron,

ees and Feoffees, and the Heirs and the Survivors and Survivor of them, and the and their Heirs, ſhall ſtand and be ſeized of, and in the ſaid 4 Incloſures, or incloſed Grounds, and of every part thereof, with the Appurtenances, to the uſe and behoof of the ſaid *R.* and *M.* his Wife, and of their Aſſigns, for and during the term of their natural lives, and of the longer liver of them; without any impeachment of any Waſt, onely during the natural life of the ſaid *R.* for and in the name, and in full recompence, and ſatisfaction, of and for the Joynture and Dower of the ſaid *M.* as alſo to ſuch further uſe, intent, and purpoſe, that the ſaid Conuzees, Recoverors, and Feoffees, their and every of their Heirs, ſhall likewiſe ſtand and be ſeized of, and in the 4 Cloſes, Cloſures, and incloſed Grounds, ſo charged and chargeable: *Neverthleſs*, with the ſaid yearly Rent of 15 l. diſtreſs and payable as aforeſaid, and in manner and form aforeſaid: And of and in all and every the reſt and reſidue of the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes, and of every part thereof, with the Appurtenances, whereof no Uſe is formerly limited or appointed, in or by theſe Preſents, immediately from and after the Sealing and Delivery of theſe Preſents, to the uſe and behoof of the ſaid *L.* the elder party, to theſe Preſents, and his Aſſigns, for and during the term of his natural life, without impeachment of any manner of Waſt: And from and after his deceaſe, then of and in one Meſſuage and Tenement, and the Lands and Hereditaments thereunto belonging, with the Appurtenances, ſcituate, and being in *H.* aforeſaid, now or late in the Tenure or Occupation of one *J. F.* and *A. F.* his wife, or their Aſſigns, and parcel of the Premiſſes, to the uſe and behoof of *A. S.* one other of the Sons of the ſaid *L.* the elder, and of his Aſſigns, for and during the term of 60 years, now next enſuing fully to be compleat and ended, if the ſaid *A.* ſo long do live, and from and after the expiration or determination of the ſaid term and intereſt ſo limited or appointed, to or for the uſe of the ſaid *A.* of and in the ſaid laſt mentioned Meſſuage, Tenements, and Hereditaments thereunto belonging as aforeſaid; Then of the Reverſion and Remainder thereof, and alſo of and in the reſt and reſidue of all and ſingular the ſaid Hereditaments and Premiſſes ſo laſtly limited, to the uſe of the ſaid *L.* the elder, for term of his life, immediately from and after the deceaſe of the ſaid *L.* the elder, to the uſe and behoof of the ſaid *R. S.* his Aſſigns, for and during the term of his natural life, without any impeachment of any manner of Waſt, and from and after his deceaſe, then to the uſe and behoof of the firſt Son of the body of the ſaid *R. S.* upon the body of the ſaid *M.* begotten and to be begotten, and of the Heirs Male of the ſaid firſt Son lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the 2d Son of the Body of the ſaid *R.* upon the Body of the ſaid *M.* begotten and to be begotten, and of the Heirs Male of the Body of the ſaid 2d Son lawfully to be begotten, &c. and this Limitation, uſe in like manner to the ſixth Son; and for default of ſuch Iſſue, then ſucceſſively and reſpectively to the uſe and behoof of every other next and eldeſt Son of the Body of the ſaid *R.* lawfully to be begotten, and of the Heirs Male of the Body of every ſuch ſaid next and eldeſt Son lawfully to be begotten, the elder, and the Heirs Male of his Body, being ever pre-

ferred

ferred before the younger, and the Heirs Male of his body; and for default of such Issue, then to the use and behoof of the said *L.* the younger, and his Assigns, for and during the term of 80 years, then next and immediately following, fully to be compleat and ended (if the said *W. S.* so long happen to live, charged and chargeable. *Nevertheless*, and to the use, intent, and purpose, that the said *W. S.* and his Assigns, shall, and may annually and yearly, during the said term of years so lastly limited unto the said *L.* from and after such time as the said *L.* the younger, or his Assigns, in default of Heir Male of the Body of the said *R.* shall be intituled to have and hold the said Hereditaments and Premisses, or to have and perceive the Rents, Issues, and Profits thereof, by virtue of these Presents, and of the Uses or Limitations therein contained, and of the said Covenanted, or intended Conveyances and Assurances, for and during the natural life of him the said *W. S.* perceive, receive, take, and enjoy the said annual or yearly Rent, or Sum of 100 l. by year before mentioned, to be issuing and going, and payable yearly, during the said term, as well out of the said late mentioned Hereditaments and Premisses, as out of the Reversion and Remainder of the said Lands and Hereditaments, formerly limited or appointed, in or by these Presents, to or for the Joynture or Dower of the said *B.* as aforesaid, at the several yearly Feast-days of the Nativity of St. *J.* and St. *M.* by equal portions; and in default of payment thereof, or of any part thereof, by the space of 10 dayes next ensuing, after any of the said Feast-dayes, in which the same ought to be paid as aforesaid, that then, and in such case, and so often, it shall and may be lawful, to and for the said *W.* and his Assigns, into the said Hereditaments and Premisses, to enter and distrain for the said yearly Rent or Sum of 100 l. and for the Arrerages thereof, if any such be, and Distress and Distresses therein, or thereupon to take or had, to lead, drive, take, and carry away impark, impound, and with him and them, to detain and keep, until they and every of them, of the said yearly Rent, or Sum, and of the Arrearages thereof, if any such there be, be fully satisfied and paid; and from and after the determination or expiration of the said term of years, so lastly limited unto the use of the said *L.* the younger, either by the decease of the said *W. S.* or by effluction of time, then to the use and behoof of the said *W. S* and of the Heirs Male of the body of the said *W.* lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *L.* the younger, and the Heirs Males of his body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *E. S.* and the Heirs Male of his body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *S.* and the Heirs Male of his body lawfully begotten, and to be begotten; the said Estates of the said *E.* and *S.* to be nevertheless charged and chargeable in such manner and form, as thereof is in these Presents hereafter in that behalf mentioned; and for default of such Issue, then to the use and behoof of the said *L.* the elder, and his right Heirs for ever. Provided nevertheless, and it was, and is concluded, and fully agreed, by and between the said parties to these Presents, for themselves, their Heirs and Assigns, by these Presents, and the further use, intent, and purpose of these Presents, and of the said Fine, and

Limitation to after-born Sons.

and Covenanted, or intended Conveyances and Aſſurances, and of every of them, was, and is, and ſo for ever ſhall be adjudged and taken to be, that if it fortune the ſaid *R. S.* to deceaſe and die, not having then in full life any Iſſue Male of his body, upon the body of the ſaid *M.* nor upon the body of any other Wife, which he ſhall hereafter fortune to Marry; and leaving the ſaid *M.* or ſuch his other Wife, for the time then being, nevertheleſs with child, at the time of ſuch his deceaſe, with one or two Sons, or more; that then the ſaid Fine, Recovery, and other the ſaid Conveyances, and Aſſurances, before mentioned, and every of them, was, and is intended and meant; and ſo for ever ſhall be adjudged, conſtrued, and taken to be; and alſo that the ſaid *W. D.* and *E. ſ.* and the Survivor of them, his, or their Heirs, ſhall be ſeized reſpectively, of, and in the Reverſion and Remainder of all and ſingular the ſaid Mannors, Lordſhip, Meſſuages, Lands, Tenements, and Hereditaments, and of every part thereof, with the Appurtenances, as the ſame ſhall ſeverally and reſpectively happen, or come in poſſeſſion, by the ſeveral deceaſes of the ſaid *L.* the elder, *B. M. L.* and *A. S.* and of every of them, to and for the ſeveral and only uſes, behoofs, intents, and purpoſes, hereafter in theſe preſents expreſſed, mentioned, or declared, according to the tenor and true meaning of theſe Preſents, that is to ſay, if the ſaid *M.* or ſuch ſaid other Wife of the ſaid R. as aforeſaid, upon ſuch her Child-birth, ſo happen to have, and be delivered of one Son onely, then and from thenceforth to the uſe and behoof of ſuch ſaid Son, and the Heirs Male of his Body lawfully to be begotten, charged and chargeable, nevertheleſs, as of the Eſtate of the Sons of the ſaid R. which ſhall be born in his life time, is formerly appointed; and if the ſaid *M.* or ſuch ſaid other Wife, ſo happening with child as aforeſaid, ſhall happen upon her Child-birth, after the deceaſe of the ſaid R. to have, or be delivered of 2 Sons, or more, then to the uſe and behoof of the firſt and elder Son, and the Heirs Males of his Body, lawfully to be begotten, charged, and chargeable, as aforeſaid; and for default of ſuch Iſſue, then to the uſe and behoof of the younger Son, and the Heirs Male of his Body, lawfully to be begotten, charged, and chargeable as aforeſaid; and for default of ſuch Iſſue, then to the uſe and behoof of ſuch other Son of the ſaid R. wherewithall the ſaid *M.* or ſuch ſaid other Wife, ſhall ſo be with Child withal, and the Heirs Males of his Body to be begotten, charged, and chargeable, as aforeſaid; and for default of ſuch Iſſue, then to the ſeveral and only uſes, behoofs, intents, and purpoſes, of ſuch perſon and perſons, and for ſuch Eſtate and Eſtates, as in caſe of the deceaſe of the ſaid R. without any Iſſue Male of his body lawfully begotten, is formerly in or by theſe Preſents limited, expreſſed, or ſpecified, and to no other uſe, intent, or purpoſe whatſoever. Provided nevertheleſs, and it is concluded and fully agreed, by and between all and every the ſaid parties to theſe Preſents, for themſelves, their Heirs, and Aſſigns, by theſe Preſents, and alſo the true uſe, intent, and meaning of theſe Preſents, and of the ſaid parties hereunto, and of the ſaid Fine, Recovery, and other covenanted or intended Conveyances and Aſſurances, is, and ſo for ever ſhall be adjudged and taken to be; and alſo the ſaid *W. D.* and *E. ſ.* and the Survivor of them, his, and their Heirs, and all and every other perſon and perſons his and their Heirs, which now are, or ſtand ſeized, or hereafter ſhall

Power to make a Joynture for a ſecond Wife, and to make Leaſes.

ſtand and be ſeized of, and in the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every or any part thereof, by force of theſe Preſents, and of the ſaid Fine, and covenanted, or intended Conveyances, and Aſſurances before mentioned, and every or any of them, and their and every of their Heirs, ſhall ſtand and be ſeized thereof, and of every part thereof, with the Appurtenances, to and for ſuch further uſe, intent, and purpoſe, notwithſtanding any the uſe or uſes, formerly in or by theſe Preſents limited, declared, or contained, as well that it ſhall and may be lawful to and for the ſaid *L.* the elder, at any time or times, during his natural life, by any his Deed or Deeds in Writing, or by his laſt Will and Teſtament in Writing, to grant, convey, aſſure, bequeath, limit or appoint, ſuch and ſo much of the ſaid Hereditaments and Premiſſes, not exceeding in the whole one full 3d part thereof, as to himſelf ſhall ſeem meet and convenient unto, or for the uſe of any the lawful Wife or Wives of the ſaid *L.* the elder, whom he ſhall hereafter fortune to marry, for and during the term of the natural life or lives of ſuch wife or wives, for and in the name of her or their Joynture and Dower, of and in the ſaid Hereditaments and Premiſſes, the ſaid 4 Cloſes charged with the Joynture of the ſaid *M.* being, during her only natural life (excepted and fore-prized.) *And likewiſe*, that it ſhall and may be lawful to, and for the ſaid *R. S.* after the deceaſe of the ſaid *L.* the elder, at any time or times thenceforth during his natural life, of any his Deed or Deeds in Writing, or by his laſt Will and Teſtament in Writing reſpectively, to grant, convey, aſſure, bequeath, limit, or appoint one annual or yearly Rent of 15*l.* of good and lawful Money of *England*, with or without clauſe of Diſtreſs, to be iſſuing and going out of all or any the ſaid Hereditaments and Premiſſes, or out of all or any part or parcel thereof, as to himſelf ſhall ſeem meet and convenient, unto, or for the uſe of the ſaid *M.* or for the uſe of any other the Wife or Wives of the ſaid *L.* whom he ſhall hereafter fortune to Marry, for and during the term of the natural life or lives of the ſaid *M.* or of ſuch ſaid Wife and Wives, for and towards her or their Joynture and Dower, of and in the ſaid Hereditaments and Premiſſes, the ſaid ſeveral Lands, and Hereditaments ſo limited, unto for the Joyntures of the ſaid *B.* and *M.* as aforeſaid, and the ſeveral Tenements formerly in or by theſe Preſents limited unto the ſaid *L.* the younger, and *A.* for their ſeveral lives as aforeſaid, during the ſeveral lives of the ſaid *B.* and *M. A.* and *L.* the younger, alwayes excepted and fore-priſed; as alſo that it ſhall and may be in like manner lawful to and for the ſaid *L.* the elder, at any time or times, during his natural life, and alſo to and for the ſaid *R.* at any time or times, after the deceaſe of the ſaid *L.* the elder, during his natural life, by any, his, their, or either of their Deed or Deeds in Writing, at any time or times reſpectively and ſucceſſively, to demiſe, grant, leaſe, or limit the uſe or uſes of all ſuch, or any ſuch part of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, heretofore uſually demiſed or leaſed, which at the time or times of ſuch Limitation of Uſe or Uſes, Leaſe or Leaſes, ſhall happen reſpectively to be in the lawful, actual, and real poſſeſſion of Eſtate of Free hold in ſuch of them, as ſhall ſo make ſuch Leaſe or Leaſes, Limitation of the

Uſe

the uſes, for the time being, to any perſon or perſons whatſoever, for term of 21 years, or under, or for three lives, or under, or for any number of years determinable upon 3 lives, or fewer in Poſſeſſion, and not in Reverſion, ſo that, in, by, or upon every ſuch Demiſe, Leaſe or Limitations of uſe, uſes, or ſo to be made as aforeſaid, the old ancient accuſtomed Rents, Duties and Services, or more be reſerved, to be thereafter reſpectively, yearly, due, and payable, during the continuance of ſuch ſeveral Leaſe and Leaſes. Provided alſo, and it is further covenanted, concluded, and fully agreed by and between all and every the ſaid Parties to theſe Preſents, for themſelves, their Heirs and Aſſigns, by theſe Preſents, and the uſe, intent and meaning of theſe Preſents, and of the parties hereunto, and of the ſaid covenanted or intended Conveyances and Aſſurances is, and ſo for ever ſhall be adjudged and taken to be, and alſo the ſaid *W. D.* and *E. J.* and the Survivor of them, his and their Heirs ſhall ſtand and be ſeiſed of, and in the ſaid Hereditaments and Premiſſes, to ſuch further uſe, intent and purpoſe, notwithſtanding any the uſe or uſes afore ſpecified or declared, that if the ſaid R. ſhall hereafter fortune to deceaſe and dye, having one or more Son or Sons, and one Daughter only, and no more, that then ſuch ſaid Daughter, and her Aſſigns, ſhall and may annually and yearly, from and after the deceaſe of the Survivor of the ſaid R. and of the ſaid *L.* the elder, perceive, receive, take, and enjoy one annual or yearly Rent of 40 l. by year, of good and lawful mony of *England*, to be iſſuing and going, and payable out of, and in the ſaid Hereditaments and Premiſſes, the Eſtates for life of the ſaid *B. L.* the younger, *A.* and *M.* alwayes excepted and forepriſed at the 2 ſeveral yearly Feaſt dayes of the Nativity of St. *J.* and St. *M.* by equal portions, for and during, and until that ſuch ſaid only Daughter, and her Aſſigns, ſhall and may, or otherwiſe might have fully levied, received, or had the full ſum of 200 l. of good and lawful money of *England*, to, and for the maintenance and preferment of ſuch ſaid Daughter; and if the ſaid R. ſhall fortune to deceaſe and dye, having one or more Sons, and 2 or more Daughters, then to the uſe, intent and purpoſe, that ſuch ſaid Daughters, and their Aſſigns, ſhall and may annually and yearly, from and after the deceaſe of the Survivor of the ſaid R. and *L.* the elder, perceive, receive, take, and enjoy one annual yearly Rent of 40 l. by year, of good and lawful Money of *England*, to be iſſuing and going out of, and in, the ſaid Hereditaments and Premiſſes (the ſaid ſeveral Eſtates for lives of the ſaid *B. M. L.* the younger, and *H.* alwayes excepted and forepriſed) at the 2 ſeveral yearly Feaſt dayes of the Nativity of St. *J.* and *M* by equal portions, for and during, and until that ſuch ſaid Daughters, and every of them ſhall and may, or otherwiſe might have fully levied, received, or had every one of them the full ſum of 100 l. a piece, of good and lawful money of *England*, to, and for the maintenance and preferment of ſuch ſaid Daughters. *And alſo further*, to ſuch uſe, intent and purpoſe, that if the ſaid R. ſhall happen to deceaſe, having more Sons then one, that then every the then younger Son of the ſaid R. ſhall and may reſpectively, from and after the deceaſe of the Survivor of the ſaid *L.* the Elder, and of the ſaid R. annually, ſeverally, and yearly perceive, receive, and have, during his ſeveral natural life, one annual or yearly Rent of 4 l. by year, to be iſſuing and

Proviſions for younger Children.

going out of all and every of the ſaid Hereditaments and Premiſſes, (the ſaid ſeveral Eſtates for lives of the ſaid *B. L.* and *A.* only foreprized and excepted) and the ſame to be yearly payable at the ſeveral yearly Feaſt dayes, of the Nativity of St. *J.* and St. *M.* by even and equal portions, and in default of payment of the ſeveral ſums, or of one of them, or of any part thereof, at any the days or times aforeſaid, contrary to the tenor and true meaning of theſe Preſents, that then, and ſo often the ſaid younger Son and Sons, Daughter and Daughters, and every of them, ſhall and may ſeverally & reſpectively diſtrain therefore, and for the Arrearages thereof, if any ſuch there be in all, or any the ſaid Hereditaments and Premiſſes, (except before in that behalf excepted) and the Diſtreſs and Diſtreſſes therein, or thereupon taken or had, to lead, drive, take, and carry away, impark, impound, and with them to detain, and be until they, and every of them, of the ſaid yearly Rents or Sums, and every of them, and of the Arrearages thereof, if any be behind, and unpaid, or fully ſatisfied and paid; and from and after the ſaid ſeveral Sums received or had, then to the ſeveral and only Uſes, Behoofs, Intents and Purpoſes, in, or, by, theſe Preſents limited or appointed, according to the tenor and true meaning of theſe Preſents; any thing in theſe Preſents contained, to the contrary notwithſtanding. Provided alſo, and it is further covenanted, concluded, and fully agreed by and between all, and every the ſaid Parties, to theſe Preſents, for themſelves, their Heirs and Aſſigns, by theſe Preſents, and the further uſe and intent, and meaning of theſe Preſents, and the ſaid parties, to the ſame, and of the ſaid intended or covenanted Conveyances and Aſſurances, is and ſo for ever ſhall be adjudged, and taken to be, and alſo the ſaid *W. D.* and *E. J.* and the Survivor of them, and his and their Heirs ſhall ſtand and be ſeized of, and in the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, and Premiſſes to ſuch further uſe, intent and Purpoſe, notwithſtanding the Uſe or Uſes afore ſpecified or declared; that if the ſaid *L.* the elder, *R. S. L.* the younger, *W. S.* and every of them ſhall fortune to dye and deceaſe without Iſſue-Male on their, or any of their Bodies lawfully begotten, that then, and from thenceforth *A. C. M. G. A. S.* and *B.* her, and all, and every ſuch Daughter and Daughters, as the ſaid *R. S.* ſhall hereafter have of the Body of the ſaid *M.* and their Aſſigns, and Daughters of the ſaid *L.* the elder, ſhall and may annually and yearly receive, perceive, and take to them and their Aſſigns, one yearly Rent of 200 l. for, and during ſuch time, and until that thereby and thereupon they, or ſome of them, their, or ſome of their Aſſigns ſhall have received, and had the full Sum of 1000 l. of good and lawful Money of *England*, over and above all Charges and Repriſes, and the ſame to be iſſuing and going out of all and every the Mannors, Meſſuages, Lands, Tenements and Hereditaments aforeſaid, the ſeveral Eſtates for lives, which the ſaid *B.* and *M.* or either of them, or any of the wife or wives of the ſaid *L.* the elder, and *R.* or either, or any of them have, or hereafter ſhall or may have, of, or in all, or any the Premiſſes only excepted and foreprized; and the ſaid yearly Rent of 200 l. to be yearly paid, from and after the commencement thereof as aforeſaid, at the ſeveral yearly Feaſt-dayes of the Nativity of St. *J.* and St. *M.* by even portions. And if the ſaid yearly

Power to raiſe Portions for Daughters.

Rent

Rent of 200 l. or any part thereof ſhall be behind, and unpaid by the ſpace of 10 dayes next enſuing any of the ſaid Feaſt dayes, in which the ſame ſhall grow due or payable, that then, and from thenceforth, all, and every the ſaid intended Recoveries, Feoffees and Conyſees, and every of them, their, and every of their Heirs and Aſſigns, ſhall ſtand and be ſeiſed of, and in all, and ſingular the ſaid Mannors, Lands, Tenements, and Hereditaments, and Premiſſes, (except laſtly before excepted) to the only Uſe and Behoof of the ſaid *A. C. M. C.* and *A.* and of the ſaid *B.* and of ſuch ſaid Daughter and Daughters of the ſaid *R.* as before, in, or, by, theſe Preſents are limited or intended to have any part or portion of the ſaid yearly 200 l. Rent, and of their Aſſigns for and during ſuch time, and until that thereof, and of, and with the profits thereof, they, or their Aſſigns, or ſome of them, ſhall be well and truly ſatisfied the ſaid full ſum of 1000 l. of good and lawful mony of *England*, over and above all Repriſes, expences and charges by Suit in Law, or otherwiſe in any wiſe to be ſuſtained. And moreover, it hath pleaſed the ſaid *L.* the elder, and he heartily deſireth, that *N. C.* of the Goat-houſes, in the ſaid County of *D.* and *A.* and his wife ſhould from henceforth quietly have and enjoy one Meſſuage or Tenement at *G.* aforeſaid, wherein he the ſame *N. C.* and *A.* now dwelleth, and all the Lands, thereunto belonging, or therewithall occupied, for, and during all the natural lives of the ſame *N.* and *A.* and the Survivors of them, for the yearly Rent of 13 *s.* 4 *d.* of lawful money of *England*, at the Feaſts or Dayes thereuſual, and other tenant-ſervice for the ſame accuſtomed; and after the deceaſe of the ſaid *N.* and *A.* and the Survivor of them, then that *A.* with *C.* Son of the ſaid *N.* and *A.* in like ſort for the ſaid Rents and Services ſhall have, occupy, and enjoy all the laſt mentioned Premiſſes, for, and during all the term of the natural life of the ſaid *A.* according to the intent and true meaning of him, the ſaid *L.* the elder. *Provided alwaies nevertheleſs*, and the further uſe, intent and purpoſe of the ſaid Indented Conveyances, is, and for ever ſhall be, that if the ſaid *R.* or any of his Heirs Male of his body, or any other Heir Male to whom (in and by theſe Preſents) or any uſe or eſtate is limited, appointed, mentioned or intended, or any other perſon or perſons whatſoever hereafter having, claiming, or pretending any eſtate, term, title, or Intereſt, in, by, from, through, or under any ſuch Heirs Males, do or ſhall, at any time hereafter ſue, moleſt, diſturb, enter upon, eject, remove, expel, or put out the ſaid *N. C. A.* or *A.* or any of them, of, and from the quiet occupation of the laſt mentioned Meſſuage and Tenement at *G.* aforeſaid, or of, or from, any part or parcels thereof, that then, and immediately after ſuch ſuit, diſturbance, entry, eviction, expulſion, or putting out of the ſaid *N. A.* and *A.* or any of them, of, and from the ſaid laſt mentioned Premiſſes, or of, or from any part or parcels thereof, thenceforth the ſaid Feoffees, Recoverors and Cogniſees, and their Heirs, and the Survivor of them, and his Heirs, ſhall ſtand and be ſeiſed of, and in the full Moyety, or one half of all that Meſſuage or Tenement, ſcituate, and being in *F.* aforeſaid, and now or late in the Tenure or Occupation of the ſaid *L.* the elder, and likewiſe of, and in the full moye y, or one half of all the Lands, Tenements, Meadows, Leaſows, Paſtures, and Hereditaments thereunto belonging, being parcel of the Premiſſes, to the uſe and behoof of the ſaid *N.* and *A.* his wife, for, and during all their natural lives,

A clauſe for a particular Eſtate.

Proviſion to ſecure other Lands, that the particular Eſtate be tvic ſted.

and the life of the Survivors of them, and immediately after their deceases, then to the use and behoof of the said *A.* for all the term of his natural life, yielding and paying during all the said Estates or Terms to the Heirs Male of the said *L.* the Elder for the time being, the yearly Rent of 40 *s.* at the Feast there usually by even portions; and after the Estates aforesaid so limited to the use of the said *N A* and *A. C.* as aforesaid ended and determined, then to the use of the said *R. S.* for term of his natural life, with like limitation of remainder further as aforesaid in and for the same Tenement in *F.* as is formerly in or by these presents limited or appointed. *In Witness*, &c.

An Indenture of Covenants to levy a Fine, and suffer a Recovery in Ancient Demesne.

THis Indenture tripartite, &c. Between *F.C.* of the first part; *R.C.* and *T.B.* of the 2d part, and *J. H.* and *F. P.* of the 3d part, Witnesseth, That it is covenanted, condescended and agreed unto by and between all and every the parties to these Presents in manner and form following; that is to say, That *whereas* the said *F.C.* the day of the date of these presents, is lawfully seised in his Demesne as of Fee-tail to him and the Heirs Male of his body, of and in divers Messuages, Lands, Tenements, and Hereditaments within the Liberty of *H.* at *B.* in the County of *E.* hereafter in these Presents particularly mentioned and expressed, and being now fully resolved and determined how and in what manner his said Messuages, Lands, Tenements, and Hereditaments, should be established and continued hereafter by the Grace of God in in the name of the Parties hereafter mentioned, being of his blood, and alliance, he the said *F.C.* as well for the considerations aforesaid, as also for the better maintenance of *M.C.* his Mother, and for divers other good causes and considerations, the said *F. C.* hereunto, especially moving, doth for himself and his Heirs Covenant, grant and agree with the said *R.C. T.B. J.H.* and *F.P.* and to and with every of them, their and every of their Heirs, Executors, and Administrators by these Presents, That he the said *F. C.* at his own proper costs and charges in the Law, before the 30 day of *S.* next ensuing the date of these Presents, shall and will in due form of Law, acknowledge and levy one or more Fine or Fines in the Court of Ancient Demesne within the said Liberty of *H.* at *B.* according to the course and common usage for levying of Fines for Lands and Hereditaments within the said Liberty unto the said *R.C.* and *T B.* and the Heirs of the said *R.* of all that Messuage, &c. And it is covenated condescended, and agreed unto, by and between all the said parties, to these Presents, That the said Fine or Fines so to be levyed and acknowledged as aforesaid, by the said *F. C.* to the said *R. C.* and *T. B.* and the Heirs, and Assigns of the said *R.* shall be levyed and acknowledged by the name of 3 Messuages, 3 Gardens, 40 Acres of Pasture, 40 Acres of Wood, and 50 Acres of Furze and Heath, and 100*s* Rent, with the Appurtenances, in *H.* at *B. R.* and *H.* or by such other name or names as shall be thought

thought meet, and that the ſaid Fine or Fines ſo to be had and levyed of the ſaid Premiſſes, ſhall enure, and be adjudged, deemed and taken to be, that the ſaid *R. C.* and *T. B.* and the Heirs and Aſſigns of the ſaid *R.* from and immediately after the levying and engroſſing of the ſaid Fine and Fines, ſhall ſtand and be ſeiſed of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and of every part and parcel thereof, with their and every of their Appurtenances, to the uſe of the ſaid *R. C.* and *T. B.* To the intent and purpoſe that the ſaid *R.* and *B.* and their Heirs, ſhall ſtand and be adjudged perfect Tenants of the Freehold of the ſaid Meſſuages, Lands, and Premiſſes and every part and parcel thereof, with their and every of their Appurtenances, until a perfect Recovery, according to the uſual courſe of common Recoveries for Aſſurances of Lands, Tenements, and Hereditaments, within the ſaid Liberty of *H.* at *B.* ſhall and may be lawfully had and executed againſt the ſaid *R. C.* and *T. B.* and their Heirs, of the ſaid Meſſuages, Lands and Premiſſes. And it is further covenanted, condeſcended and agreed unto, by and between all the parties to theſe Preſents, That the ſaid *J. H.* and *F. P.* or any other perſon or perſons which the ſaid *F. C.* ſhall nominate and appoint, ſhall and may at the Coſts and Charges in the Law of the ſaid *F. C.* before the ſaid &c. day of &c. next enſuing the date thereof, purchaſe one or more Writ or Writs of *Right Cloſe* directed to the Judges, Bayliffs, or others that have power to hold Plea in Suits real ariſing within the ſaid Liberty, and ſhall proſecute the ſame Writ or Writs in the nature of his Highneſs Writ or Writs of *Entry Sur Diſſeiſin en le Poſt* at the Common-Law, after the manner and courſe of common Recoveries there uſed and accuſtomed againſt the ſaid *R. C.* and *T. B.* whereby they ſhall demand againſt the ſaid *R. C.* and *T. B.* by the name or names and quantity or quantities of Acres in the ſaid Fine or Fines to be contained or by any other name or names, quantity or quantities whatſoever the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with their and every their Appurtenances before mentioned to be ſcituate, lying and being within the ſaid Liberty of *H.* at *B.* unto which Writ or Writs the ſaid *R. C.* and *T. B.* ſhall appear in their proper perſons, or by their Attorney or Attorneys lawfully and ſufficiently authorized, who ſhall Vouch to Warranty the ſaid *F. C.* and that the ſaid *F. C.* ſhall appear upon the ſaid Voucher in the ſaid Court in his proper perſon, or by his Attorney lawfully authorized by the courſe and cuſtom of the ſaid Court, and ſhall Vouch to Warranty the common Vouchee, and that the ſaid common Vouchee ſhall appear and imparle, and afterwards make default, whereby a perfect Judgement may be had and given for the ſaid Demandants in the Writ or Writs againſt the ſaid *R. C.* and *T. B.* for the ſaid Recovery of the ſaid Meſſuages, Lands, Tenements, and Premiſſes; and upon the ſaid Recovery ſo to be had and made againſt the ſaid *R. C.* and *T. B.* that they the ſaid *R. C.* and *T. B.* ſhall recover in value againſt the ſaid *F. C.* and the ſaid *F. C.* ſhall thereupon have Judgement to recover in value againſt the ſaid common Vouchee, after and according to the manner and courſe of common Recoveries in ſuch Caſes uſed in the Court of the ſaid Liberty of *H.* at *B.* And it is fully covenanted, condeſcended and agreed unto by and between all the ſaid parties to theſe preſents, and all the ſaid parties for themſelves and their ſeveral Heirs, do ſeverally cove-

nant and agree, to and with the others of them, and with their ſeveral Heirs, That the ſaid Recovery and Recoveries, and the ſaid Fine and Fines after the ſaid Recovery and Recoveries ſhall be had and executed, and the full execution thereof, of for and concerning the Premiſſes therein to be contained, ſhall be and enure, and be adjudged, deemed, expounded, and taken to be and enure, that the ſaid Conuſees and their Heirs, and the ſaid Recoverors and their Heirs, and all and every other perſon and perſons, which ſhall then be ſeiſed of the ſaid Meſſuages, Lands, Tenements, and all other the Premiſſes, or any part or parcel thereof, ſhall ſtand and be ſeiſed of the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, in the ſaid Fine or Fines, Recovery or Recoveries to be mentioned, with their and every their Appurtenances, and of every part and parcel thereof, to the ſeveral uſes, intents, and purpoſes in theſe Preſents, hereafter expreſſed and declared, and to none other uſe, intent or purpoſe, that is to ſay, of, for, and concerning all the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every their Appurtenances, and every part and parcel thereof, to the uſe and behoof of the ſaid *F. C.* for and during the term of his natural life, and after his deceaſe, then to the uſe of the firſt Son of the ſaid *F. C.* to be begotten on the body of any Woman or Women, which he ſhall from and after the day of the date of theſe Preſents, Marry and take to Wife, and of the Heirs Male of the body of ſuch firſt Son to be begotten, &c. Provided alwayes, and it is fully agreed by between all the ſaid parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid *F. C.* at any time or times hereafter, and from time to time, during his life, at his free will and pleaſure, by any his Deed or Writing, or laſt Will and Teſtament, by him to be ſealed and publiſhed, in in the preſence of 3 credible Witneſſes at the leaſt, to alter, change, determine, revoke or make void, all or any the Uſe or Uſes, Eſtate or Eſtates, in theſe Preſents, before declared, mentioned, or limited, of the Premiſſes, or any part thereof: And that at all times, from and after ſuch time as the ſaid *F. C.* ſhall by any ſuch his Deed or Writing, or laſt Will, ſo expreſs and declare his pleaſure and minde to be to alter and change, determine, revoke or make void, all or any the Uſe or Uſes, Eſtate or Eſtates, in theſe Preſents before declared, mentioned or limited of the ſaid Premiſſes, or any part thereof, that then and from thenceforth ſuch of the ſaid Eſtate and Eſtates, Uſe & Uſes, here in theſe Preſents, declared, as ſhall be ſo declared by ſuch Deed, Writing, or laſt Will of the ſaid *F. C.* to be altered, changed, determined, or made void, ſhall ceaſe, determine, and be void: And that then and from thenceforth the ſaid Fine and Fines, and the Conuſees therein to be named; and the ſaid Recovery and Recoveries, and the Recoverors therein to be named, and all other perſon and perſons which ſhall then happen to be ſeiſed of the ſaid Premiſſes, or any part and parcel thereof, as ſhall be ſo altered, changed, determined, revoked or made void, ſhall thereof ſtand and be ſeiſed, to the uſe of ſuch perſon and perſons, and to and for ſuch Uſe and Uſes, and in ſuch manner and form, as by ſuch Deed, Writing, or laſt Will of the ſaid *F. C.* ſealed and publiſhed as aforeſaid, ſhall be declared and expreſſed, and not to any other perſon or perſons, Uſe or Uſes whatſoever. *In Witneſs*, &c.

The Fine and Recovery to be to the uſes in theſe preſents.

Power of Revocation.

A Covenant to ſtand ſeiſed.

THis Indenture made, &c. between *C. M.* and *A.* his Wife, of the one part, and *R F.*&c. on the other part, Witneſſeth, That they the ſaid *C.M.* and *A.* his Wife, for divers good cauſes and conſiderations, them thereunto moving, and eſpecially, that they having been Married the ſpace of many years, and having had no Iſſue, and in caſe the ſaid *C. M.* ſhould dye without Iſſue of his body lawfully to be begotten, that then the Meſſuages, Lands, &c. herein after mentioned, with their and every of their Appurtenances, ſhall and may ſo long as it ſhall pleaſe the almighty God, to remain and continue in the blood and kindred of the ſaid *C.M.* and for the natural love and affection which the ſaid *C. M.* beareth to *J. F.* wife of the ſaid *R. F.* and Siſter to the ſaid *C.M.* It is now therefore covenanted, granted, promiſed and agreed by and between all the parties to theſe Preſents: And the ſaid *C.M.* and *A.* his Wife, for themſelves and their ſeveral Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do covenant, grant, promiſe, conclude, and abſolutely agree, to and with the ſaid *R. F.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents, That they the ſaid *C. M.* and *A.* his Wife and the Survivor of them, and the Heirs of the ſaid *C.* and their and every of their Aſſigns, and every other perſon and perſons now ſtanding, or being ſeiſed of or in all that Meſſuage, &c. or any part or parcel thereof, for the conſiderations here in theſe Preſents before expreſſed, at all times, from and after the making of theſe Preſents, ſhall ſtand and be ſeiſed of all and ſingular the ſaid Premiſſes with the Appurtenances, and of every part thereof and of all the Rents, Reverſions, Services, Profits, and Commodities of the ſame, or to the ſame in any wiſe belonging or appertaining, to the uſes and intents hereafter in theſe Preſents expreſſed; That is to ſay, To the uſe and behoof of them the ſaid *C. M.* and *A.* his Wife, for and during their natural lives, and the life of the longer liver of them; and after the deceaſe of the Survivor of them, for and as concerning the Reverſion or Reverſions, Remainder or Remainders, of the ſaid Meſſuage, &c. and other the Premiſſes, with their and every of their Appurtenances as the ſaid Uſes, Eſtates, and Intereſt thereof herein before expreſſed, ſhall be fully ended and determined, then to the uſe of the firſt Son, lawfully to be begotten by the body of the ſaid *C. M.* and of the Heirs of the body of the ſaid firſt begotten Son, lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe of the 2d Son, lawfully to be begotten by the body of the ſaid *C.* and of the heirs of the body of the ſaid 2d Son lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the 3d Son lawfully to be begotten by the body of the ſaid *C.* and the Heirs of the body of the ſaid 3d Son lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of every other the Sons, lawfully to be begotten by the body of the ſaid *C.* ſucceſſively, as they ſhall be in Seniority or Age, and of the Heirs of their ſeveral bodies lawfully to be begotten; and for default of ſuch Iſſue Male, then to the uſe and behoof of all and every the Daughters lawfully to be begotten by the

The Uſes.

Proviſion for Sons.

Proviſion for Daughters.

the body of the ſaid *C.* and of the Heirs of their bodies lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of *J. F.* ſiſter of the ſaid *C.* and the Heirs of her body lawfully begotten, or to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *J. F.* her Heirs and Aſſigns for ever. And the ſaid *C. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant, grant, promiſe, and agree, to and with the ſaid *R. F.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, That all and every Fine and Fines, Recovery and Recoveries, hereafter to be acknowledged, had or ſuffered, by the ſaid *C. M.* ſhall be and enure, to the only uſes, intents, and purpoſes, as in theſe preſent Indentures are mentioned and expreſſed, according to the true intent and meaning hereof, and no otherwiſe. *In Witneſs*, &c.

An Indenture where Land having been forfeited upon an Indenture of Mortgage, the Mortgager aſſureth the ſame to the Mortgagee, by raiſing of Uſe upon a Covenant if the Mortgagor pay a certain Sum of Money at a day.

THis Indenture, &c. Between *T. R.* of *C.* in the County of *C.* Eſq; on the one part, and *G. B.* of *S.* in the County of *D.* Kt. on the other part, Witneſſeth, That the ſaid *T. R.* for and in conſideration of a certain Sum of Money to him now paid by *A. B.* Servant to the ſaid Sir *G.* for and in his Maſters name, and for and in conſideration of 566 l. 13 s. 4d. more of lawful, &c. to the ſaid *T.* his Executors, Adminiſtrators, or Aſſigns, by the ſaid Sir *G.* his Executors, or Aſſigns, to be paid on the 20th. day of *N.* next enſuing the date of theſe preſents, at the now dwelling-houſe of *A. B.* in *E.* between the hours of, &c. hath Covenanted, Granted, and Agreed, and by theſe preſents for him, his Heirs and Aſſigns, doth Covenant, Grant, and Agree, to and with the ſaid Sir *G.* his Heirs and Aſſigns, and every of them in manner and form following; *that is to ſay*, That if the ſaid Sir *G.* his Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe, &c. the ſaid Sum of &c. to the ſaid *T.* his certain Attorney, Executors, or Adminiſtrators, in manner and form aboveſaid, and at the day and time above limited, that then and from thenceforth, he the ſaid *T. R.* his Heirs and Aſſigns, and all other perſon and perſons, which by any Grant, or Conveyance, of or from the ſaid *T. R.* now be, or then ſhall be ſeiſed of and in the Lordſhips or Manors of *J.* with the Appurtenances, in the ſaid County of *D.* aforeſaid, and of and in all thoſe Meſſuages, &c. ſet and being, &c. which the ſaid *T.* late had to him and his Heirs, of the Bargain, Sale, and Conveyance of the ſaid Sir *G.* by virtue of a pair of former Indentures, dated the 5th of *D. An.* 11. *Reg. C.* 2. made between the ſaid Sir *G.* on the the one part, and the ſaid *T. R.* on the other part, as by the ſame former Indentures Inrolled in the High Court of *Chancery* may appear, ſhall thereof and of every part thereof, ſtand and be ſeiſed to the only uſe of the ſaid Sir *G.* his Heirs and Aſſigns for ever, and

Covenant, &c.

to

to none other uſe or uſes whatſoever. *And* that then alſo after payment made to the ſaid *T.* his Heirs, Executors, or Aſſigns, of the ſaid Sum of &c. in manner and form aforeſaid, he the ſaid *T. R.* his Heirs, Executors, or Aſſigns, at and upon the reaſonable requeſt of the ſaid Sir *G.* his Heirs, Executors, or Aſſigns, ſhall and will deliver, or cauſe, &c. to the ſaid *G.* his Heirs, Executors, or Aſſigns, one Recognizance of the Statute-Staple of the Sum of &c. bearing date, &c. wherein the ſaid Sir *G.* ſtandeth bound to the ſaid *T.* for performance of the Covenants of the ſaid former Indentures with Recognizance after ſuch a delivery thereof made, may then and thereafter, at the pleaſure of the ſaid Sir *G.* his Heirs or Executors, be lawfully defaced and cancelled. *And further*, That in caſe the ſaid Sum, of, &c. ſhall be paid in form aforeſaid, and at the time therefore limited as aboveſaid, that then by and during the ſpace of one whole year, from thenceforth next following, the ſaid *T.* and his Heirs, and all other perſon and perſons, having any lawful Right, Eſtate, Intereſt, Uſe, Poſſeſſion or Demand, of, in, to or out of the Premiſſes, or any part thereof, by or from the ſaid *T. R.* at and upon the reaſonable requeſt and coſts and charges in the Law only of the ſaid Sir *G.* his Heirs, Executors, or Aſſigns, ſhall and will do, make, knowledge, and ſuffer, all and ſingular ſuch lawful and reaſonable Act and Acts, Thing and Things in the Law, for the conveyance and aſſurance of the Premiſſes, and every part thereof, to the ſaid Sir *G. B.* his Heirs and Aſſigns for ever, in Fee-ſimple abſolutely, to the only uſe of the ſaid Sir *G.* his Heirs and Aſſigns, without any manner of Condition, Defeazance or Limitation of any other Uſe or Uſes, as by the ſaid Sir *G.* his Heirs, Executors, or Aſſigns, or his or their learned Counſel, ſhall be reaſonably and lawfully deviſed, with Warranty only againſt the ſaid *T.* and his Heirs, ſo alwaies as the ſaid *T.* and his Heirs, be not compelled for the executing and accompliſhing of any the Acts or Things aforeſaid, to travel from the place where ſuch requeſt ſhall be made. *And alſo*, That in caſe, that the ſaid Sum of &c. ſhall be paid in form aforeſaid, at the time aforeſaid, that then at all times hereafter, the ſaid *T.* his Heirs, Executors, Adminiſtrators, and Aſſigns, or ſome of them, ſhall from time to time keep harmleſs and indemnified, as well the ſaid Sir *G.* his Heirs, Executors, and Aſſigns, as alſo the ſaid Mannor and all other the Premiſſes, with their Appurtenances, of and from all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Annuities, Joyntures, Dowers, Uſes, Wills, Intails, Statutes-Merchant, and of the Staple, Recognizances, Charges and Incumbrances whatſoever, had, made, done, done, or knowledged, or to be had, &c. by the ſaid *T.* his Heirs or Aſſigns, or by his or their aſſent, conſent, means, or procurement of ſuch Grants and Bargains, as the ſaid *T.* heretofore hath, of or for the Premiſſes, or any part thereof made, to or with the ſaid Sir *G. B.* only except. *Provided* alwayes, That in caſe it doth happen that the ſaid Sum of &c. be not paid in form aforeſaid at the time therefore limited as aforeſaid, that then and from thenceforth theſe Preſents as to the raiſing of any uſe or uſes of or in the Premiſſes, or any part thereof unto the ſaid Sir *G.* and his Heirs and Aſſigns, ſhall be clearly and utterly void and fruſtrate, and then and thereafter the ſaid *T. R.* and his Heirs, and all other perſon and perſons ſeiſed or to be ſeiſed of the ſaid

Le Uſes. Redeliver.

To make further Aſſurance.

Condition for travelling about the Aſſurance.

Diſcharged of Incumbrances.

Condition.

ſaid Premiſſes or any part thereof, ſhall thereof ſtand and be ſeiſed to the only uſe of the ſaid *T.* and of his Heirs and Aſſigns for ever, and to none other uſe or uſes, theſe preſents or any thing therein contained to the contrary notwithſtanding. *In witneſs*, &c.

An Indenture for raiſing of Uſes in Land with Condition, that if any of the Uſees go about to alter the Eſtate tail, his Eſtate ſhall ceaſe, and the next in Remainder enter, and condition alſo, that the Donor may alter the Uſes at his pleaſure.

THis Indenture, &c. between *F. W.* Eſq; of the one part, and *W. M.* and *W. D.* Gent. on the other part, Witneſſeth, That the ſaid *F. W.* for and in conſideration of the great love, zeal and affection which he beareth to *U.* now his Wife, and for her preferment and advancement in living by him, and for the good, zeal, love and affection which he beareth unto *F. W.* and *M. W.* his daughters, and as yet Heirs apparant unto him, and for the great love, zeal and affection which he beareth unto *E. W. M. M.* Wife of the ſaid *W. M. B. S.* and *C. D.* ſiſters to the ſaid *F. W.* and for the preferment in living of the ſaid *F.* the daughter, and *M.* and their Heirs, and of his the ſaid *F. W.* ſiſters and their Heirs, and for the continuance of the Mannors, Lands, Tenements and Hereditaments hereafter expreſſed in the blood, and kindred of the ſaid Father, and for divers other good cauſes, &c. doth covenant and grant by theſe Preſents for him and his Heirs, to and with the ſaid *W. M.* and *W. D.* their Heirs and Aſſigns, That he the ſaid *F. W.* the Father and his Heirs, and all and every other perſon and perſons, and their Heirs and Aſſigns, that now ſtand or be ſeiſed, or that hereafter ſhall ſtand or be ſeiſed of and in all that the Mannor and Lordſhip of *B.* and Hundred of *B.* with all the Rights, Members, and Appurtenances in the County of *W.* And of and in all other the Meſſuages, Lands, Tenements, &c. and Hereditaments whatſoever, of the ſaid *F.* the Father, with all and ſingular their Appurtenances in the Towns, Pariſhes, Hamlets and Fields of &c. in the ſaid County of *W.* or elſewhere in the ſame County of *W.* in which the ſaid *F.* the Father hath any Eſtate of Inheritance, ſhall from thenceforth ſtand and be ſeiſed thereof, and of every part and parcel thereof, to the uſes, behoofs, intents and purpoſes hereafter expreſſed, limited, and appointed, and to none other uſe, behoof, intent, or purpoſe; *that is to ſay*, to the uſe and behoof of the ſaid *F.* the Father and *V.* for and during the term of their lives, and the life of the longer liver of them, without impeachment of any manner of Waſte during the life of the ſaid *F.* the Father, and after their deceaſe and the deceaſe of the longeſt liver of them, then of and in the one moyety of the ſaid Mannor, &c. to the uſe &c. and of and in, &c. to the uſe, &c. [*Here let the Uſes be raiſed.*] Provided alwaies, and it is covenanted, granted, concluded and agreed between the ſaid parties, That if the ſaid *F.* the Daughter, and *M.* or either of them ſhall be fully and finally reſolved and determined, and ſhall willingly and

Proviſo to extinct the Eſtate of the parties going about to diſcontinue the Eſtate Taile.

and wittingly attempt or go about to ſuffer any Recovery, levy any Fine, or to make any diſcontinuance of the whole Premiſſes, or of any part or parcel thereof, or to do or cauſe to be done any Act or Thing whereby the Eſtate tail limited, appointed, or intended by theſe Preſents, to them the ſaid *F.* and *M.* or either of them, and to the ſeveral Heirs of their ſeveral bodies lawfully begotten, or whereby the Fee-ſimple of the Premiſſes, or any part thereof ſhall or may be barred, defeated, undone, determined, diſcontinued, altered or changed, that then and from thenceforth the uſe in tail and Eſtate before to her or him limited, or which be by the intent and meaning of theſe preſents, the ſame perſon or perſons ſhall be inheritable of and in ſo much of the Premiſſes of or in the which ſhe or he ſhall be fully and finally reſolved and determined; and willingly and wittingly ſhall attempt or go about to ſuffer any Recovery, levy any Fine, or to make any Diſcontinuance, or to do any other Act or Acts, Thing or Things, whereby the Eſtates tail or any of them limited, raiſed or appointed by theſe Preſents, or any of the Reverſions or Remainders limited in theſe Preſents ſhould or ſhall by any ways or means be defeated, avoided, undone, diſcontinued, barred, altered, changed, or determined, ſhall ceaſe and be void touching her or him, and the Heirs of her or his body lawfully begotten, to all intents and purpoſes as the ſame perſon or perſons were dead without any Heirs of his or their Body, and then the ſame ſhall be and go to the other uſes limited in theſe Preſents, according to the intent of theſe Preſents in ſuch ſort as it ſhould, if ſhe or he had dyed without Iſſue of her or their Body lawfully begotten; and foraſmuch as the ſaid *F.W.* hath not as yet any Iſſue-Male of his Body lawfully begotten, and for that God may hereafter ſend him ſome Iſſue Male, in which caſe the ſaid *F.* may be deſirous to undo the aſſurance thereby made, and to convey the inheritance of the Premiſſes, or ſuffer the ſame to deſcend to ſuch Iſſue Male, and for that alſo the ſaid 2 Daughter of the ſaid *F.* be as yet children and of tender age, ſo as the proof of them is not as yet ſeen, in caſe it may chance that the ſaid *F.* ſhall hereafter miſlike of the Conditions of his ſaid Daughters or one of them when they come of greater years (which God forbid) and for that it may be that the ſaid *V.* may dye, leaving the ſaid *F.* and that after the ſaid *F.* may take any other Wife to whom it ſhall be neceſſary to make a Joynture of the Premiſſes therefore and for other cauſes that may chance. Provided alwayes, and it is covenanted, &c. between the ſaid parties, and either and every of them, for him his and their Heirs, doth covenant and grant by theſe preſents, to and with the other and his Heirs, That if the ſaid *F.* do at any time hereafter during his life upon whatſoever occaſion by his Writing ſealed with his Seal, and inrol'led in any Court of Record of the Kings Highneſs, his Heirs or Succeſſors, ſignifie and declare, that his Will and pleaſure is, that the Uſes or Eſtates limited or appointed in theſe Preſents, ſhall be void and of none effect as touching or concerning all the ſaid Mannor, &c. or touching ſome or any part thereof, that then and from thenceforth the Uſes, Eſtates, and Limitations conveyed, raiſed or made by or in theſe preſents, touching all the ſaid Mannor, &c. and other the Premiſſes, whereof or in the which, the Uſes, Eſtates, and Limitations, limited or expreſſed in theſe Preſents ſhall be ſo ſignified to be

Reaſons inducing the conditions following.

Proviſo to make void the Eſtate tail Supra, or any part thereof upon a Writing to be therefore inrolled in the Chancery.

be void and of none effect, or touching or concerning ſuch or any part of the ſame Premiſſes, whereof or in the which the Uſes, Eſtate, and Limitations limited or expreſſed in theſe preſents ſhall be alſo ſignified or declared to be void and of none effect, ſhall from thenceforth ceaſe, be clearly void and of none effect. And that then and from thenceforth the ſaid *F.* his Heirs and Aſſigns, and all and every perſon and perſons, their Heirs and Aſſigns that now ſtand, or that hereafter ſhall ſtand ſeiſed of or in the ſaid Mannor of &c. or of or in any ſuch part, parcel or member thereof, of in or touching which the ſaid uſes, &c. ſhall be ſo ſignified or declared to be void, ſhall from thenceforth ſtand and be ſeiſed of and in the ſame Premiſſes, of or in the which the uſes, &c. limited or expreſſed in theſe Preſents, ſhall be ſo ſignified or declared to be void, or of or in ſuch part of the ſame Premiſſes, of or in which the uſes, &c. to the uſe and behoof of the ſaid *F.* and of his Heirs and Aſſigns for ever, and to none other uſe, behoof, intent, or purpoſe. *And* that then and from thenceforth it ſhall be lawful unto the ſaid *F.* and to his Heirs, into the ſaid Mannor, &c. whereof or in the which the uſes, &c. or into ſuch part, parcel, or member of the Premiſſes thereof, and enjoy as in their former Eſtate: This Indenture, &c. *In Witneſs*, &c. To one part, &c. And to another part, &c. And to the 3d part, &c.

An Indenture of Covenants to ſuffer a Recovery in London, *whereby the Land recovered is aſſured to the Bargainor, in caſe a ſum of money (being the purchaſe-money) be not paid, albeit the reſt of the Aſſurances to the Vendee be abſolute.*

A Bargain and Sale of a Feoffment with Livery, and a Releaſe enrolled in London, *all abſolute without Condition.*

THis Indenture tripartite, &c. between *T. G.* on the firſt part, *G. L.* &c. on the 2d part, and *A. B* and *C. D.* on the 3d part; Witneſſeth, That whereas the ſaid *T. G.* by good and ſufficient conveyance, to him heretofore made, by and from the ſaid *G. L.* is lawfully ſeized in his Demeſne as of Fee, of and in all that Meſſuage &c. and of and in all Shops, &c. it is now fully covenanted, granted, concluded, condeſcended, and agreed, between the ſaid parties, to theſe Preſents, in manner and form following, that is to ſay, that the ſaid *A. B.* and *C. D.* or the Survivor of them, before the [illegible] day of *Q.* next enſuing the date of theſe Preſents, ſhall purſue and bring the Kings Majeſties Writ of *Right Patent*, out of his Highneſs Court of *Chancery*, againſt the ſaid *T. G.* to be directed to the Mayor and Sheriffs of the City of *L.* By which Writ of *Right Patent*, the ſaid *A.* and *C.* or the Survivor of them in the *Guild-Hall* of *L.* before the ſaid Mayor and Sheriffs in the Court of *Huſtings*, according to the Cuſtom of the ſame City, ſhall demand againſt the ſaid *T. G.* the ſaid Meſſuage or Tenement, or other the Premiſſes, by the name of one Meſſuage and one Curtilage, with the Appurtenances in *L.* or by ſuch other name or quantity, as the ſaid *T.* or his learned Councel ſhall think meet; and that the ſaid *T.* in his own proper perſon, or

by

by his ſufficient Attorney, ſhall appear to the ſaid Writ, and after declaration thereupon made, ſhall make defence and vouch over to Warranty the ſaid *G. L.* who ſhall appear and enter into Warranty, and vouch over the common Vouchee, which common Vouchee ſhall imparl, and after make default, and depart in contempt of the Court, whereby Judgement ſhall be given in the ſaid Writ againſt the ſaid *T. G.* and Execution thereof ſhall be had. *And now* it is by theſe Preſents fully and expreſſed witneſſed and declared, *And* alſo it is covenanted, granted, condeſcended, expreſſed and agreed by and between all and every the ſaid parties by this preſent Indenture, That the ſaid Recovery in what manner, form, or by whatſoever Name or Names, the ſame ſhall be had and paſſed, and the Execution thereof, and that the true intent and meaning of the ſame is, and that all other Recoveries, and all Fines, Feoffments, and other Conveyances and Aſſurances whatſoever, at any time ſince the firſt day of this inſtant month of *J.* ſuffered, levyed, executed or made to be, &c. hereafter of the ſaid Meſſuage Tenement, and Premiſſes, or any part thereof and that the ſaid *A. B.* and *C. D* and the Survivor of them and their Heirs, and all and every other perſon and perſons which now be, or at any time hereafter ſhall be ſeiſed of the ſaid Meſſuages, &c. ſhall thereof, and of every part thereof ſtand and be ſeiſed to the Uſes and intents hereafter in theſe preſent Indentures mentioned and expreſſed, and to no other uſe or intent: *that is to ſay*, To the only uſe of the ſaid *T. G.* and of his Heirs and Aſſigns for ever; So alwayes, and upon condition, that the ſaid *T. G.* his Heirs, Executors, &c. do pay, &c. to the ſaid *G. L* the Sum of 246*l.* of &c. at the ſaid Meſſuages, &c. in form following, *viz.* on the &c. 76*l.* thereof, &c. PROVIDED alwayes, and it is moreover Covenanted, Granted and Agreed by and between the ſaid parties to theſe Preſents, That if default made of or in payment of the ſaid Sum of &c. or any part thereof contrary to the form afore mentioned, that then the ſaid Recovery to be ſuffered and executed by reaſon of theſe Preſents, and all and ſingular other the ſaid Recoveries, &c. ſhall be, and all perſons that now be, or hereafter ſhall be ſeiſed of the ſaid Meſſuage, &c. ſhall from time to time, and at all times after ſuch default had or made, ſtand and be thereof and every part thereof ſeiſed to the only uſe of the ſaid *G. L.* his Heirs and Aſſigns for ever, and to none other uſe, intent or purpoſe whatſoever. And alſo, the ſaid *T. G.* covenanteth, &c. That within 3 months after ſuch default, aforeſaid, made of and in payment of the ſaid Sum, &c. contrary to the form aforeſaid, he the ſaid *T.* his Heirs or Aſſigns, ſhall at the Meſſuage aforeſaid, well and ſafely redeliver, or cauſe &c. to the ſaid *G.* his Heirs or Aſſigns, all ſuch Deeds, Evidences or Writings, as the ſaid *G.* or his Heirs, or any of them hath now made or delivered, or hereafter in the mean time ſhall make or deliver to the ſaid *T. G.* or his Heirs concerning the Premiſſes, or any part thereof. [*A Covenant for giving Acquittances at every payment,*] &c. *In Witneſs*, &c.

Uſe of the Recovery, and of all other Aſſurances.

Uſes.

Conditions.

Proviſo to change the Uſe.

Covenant to redeliver Writings.

A Covenant to ſuffer a Recovery of Copy-hold Land, by a Plaint in a Court-Barron, after the Order of a Recovery at the Common-Law.

THis Indenture tripartite, &c. Between *R.H.* Citizen and Inholder of *L.* on the firſt part, and *H.L.* of *H.* in the County of *M.* and *E.* his Wife on the ſecond part; and *W.W.* of *L.* Inn, in the County of *M.* Gent. on the 3 part, *Witneſſeth*, That for divers Conſiderations, moving the ſaid parties, It is covenanted, granted, and agreed, by and between the ſaid *R.H.* *H. L.* and *E.* his wife, and the ſaid *W.* and every of them, in manner and form following, that is to ſay, The ſaid *R.H.* doth covenant and grant, that he the ſaid *R.* before the 20 Day of *J.* next, &c. ſhall permit and ſuffer the ſaid *W. W.* to bring and purſue againſt the ſaid R. *H.* in the Court-Baron of the Mannor of *H.* in the ſaid County of *M.* one Plaint, in the nature of a Writ of *Entry ſur Diſſeiſin, in le poſt*, of all and ſingular thoſe his Meſſuage, one Cottage, and 20 Acres of Meadow, with the Appurtenances, which ſaid Meſſuage &c. being ſcituate together, and do abutt upon &c. and which ſaid Meſſuage &c. the ſaid R. *H.* late had in Remainder of the Surrender of *M.H.* his Father, by the names of one Tenement heritable, and two Croſts thereunto appertaining, containing in the whole, by eſtimation, Acres, ſometime *J.H.* and an Acre, &c. lying between &c. as by the Court-Roll of the General Court of the ſaid Mannor, holden at *H.* on *Thurſday* being the 27 Day of *N.* in the firſt year, &c. amongſt other things, more plainly and fully doth and may appear. And that the ſame Plaint, in the nature of the ſaid *Writ of Entry* in the *Poſt*, ſhall be entred, commenced, and ſued, of all and every the Premiſſes, with the Appurtenances, by the Name of &c. with the Appurtenances in *H.* within the Juriſdiction of the Court of the ſaid Mannor of *H.* to the which Writ the ſaid R. *H.* alſo promiſeth, that he ſhall and will appear in his own proper perſon, or by his Attorney, in that behalf lawfully authorized: And thereupon ſhall make his Defence, according to the Law, and thereof ſhall Vouch to Warranty of and for the Premiſſes one *J. M.* and that the ſaid *J. M.* ſhall enter into the Warranty of the Premiſſes, and after ſhall make Default, according to the manner and form of common Recoveries in Writs of *Entry ſur diſſeſin in le poſt*, whereby the ſaid *W.W.* ſhall have Judgement to recover the ſaid two Meſſuages, and 20 Acres of Meadow, and other the Premiſſes, againſt the ſaid R. *H.* and the ſaid R. *H.* to recover over in value, againſt the ſaid *J. M.* according to the manner and form of common Recoveries in Writs of *Entry* &c. which ſaid Recovery, the ſaid R. *H.* covenanteth, promiſeth, and granteth, to ſuffer to be executed by Precept and Warrant out of that Court, in the nature of a Writ of *Habere facias ſeiſinam*, according to the Order of the Law

Covenant to ſuffer a Recovery &c.

By the Name.

Le Uſe.

And it is further in like manner covenanted, granted, condeſcended, and agreed, between the ſaid *R. H. H. L.* and *E.* his Wife, and the ſaid *W. W.* that the ſaid Recovery, and the Eſtate of the Premiſſes, to be had, and to be recovered and obtained by reaſon thereof, ſhall be to the only uſe, behoof, intent, and meaning, hereafter in theſe Preſents expreſſed and declared, and to none other uſes, behoofs, intents, and meanings, that is to ſay, To the uſe and behoof of the ſaid *E. L.* the Daughter of the ſaid *R H.* and of her Heirs and Aſſigns for ever. And moreover it is covenanted, granted, condeſcended, and agreed, between the ſaid parties to theſe Preſents, and the ſame parties for them, their Heirs, Executors, and Aſſigns; and for the Heirs, Executors, and Aſſigns of every of them, do covenant, promiſe, grant, condeſcend, conclude, and agree, by theſe Preſents, that the ſaid *W. W.* and his Heirs and Aſſigns, after the ſaid Recovery of the ſaid Premiſſes and execution thereupon had by the ſaid *W.* accordingly, ſhall thereupon, and thereto ſtand and be ſeiſed of the ſaid Meſſuage, &c. to the only uſe and behoof of the ſaid *E. L.* and of her Heirs and Aſſigns for ever; And to no other uſe or uſes, *In Witneſs*, &c.

The Recovery to be to the uſe of &c.

Recoveror to ſtand ſeized to ſuch uſes.

An Indenture for knowledging of a Fine and Recovery of Land, and leading the Uſe thereof with Covenants of Warranty, and diſcharge of Incumbrances.

THis Indenture, &c. Between *T. S.* of Weſt *A.* in the County of *S.* Gent. Son and Heir of *J. S.* late Wife of *C. S.* deceaſed, Father of the ſaid *T.* which *J.* was Daughter and Heir of *R. P.* the younger, which was Son and Heir of *R. P.* the elder, on the one part, and *N. B.* Citizen and Grocer of *L.* and *S. B.* eldeſt Son of the ſame *N.* on the other part, *Witneſſeth*, That for and in conſideration of the Sum of &c. to the ſaid *T.* before the ſealing, &c. paid and contented by the ſaid *N. B.* whereof &c. It is now covenanted, concluded, and agreed, between the ſaid parties. And, the ſaid *T. S.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant and grant, to and with the ſaid *N. B.* and *S. B.* their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe Preſents, in manner, &c. That he the ſaid *T.* and *A.* now his Wife, before the 27th day of *J.* now next coming, at the coſts and charges in the Law of the ſaid *N.* and *S.* ſhall and will knowledge one Fine *Sur Conizance de droit come ceo qui ad de Son*, done in due form of Law, and according to the uſual courſe of Fines unto the ſaid *N.* and *S.* as well of all that Meſſuage, with all and ſingular Barns, Stables, Houſes, Buildings, Lands, Tenements, and other Appurtenances thereunto belonging, now or late in the Tenure or Occupation of &c. or of his Aſſigns, ſcituate &c. in *T.* in the County of *M.* which one *W. R.* by his Indenture of Leaſe, dated &c. did demiſe, and let to Farm

Covenant to levy the Fine.

to one *R.F.* for a certain Term of years, not yet expired, and of one Cl. &c. containing by eſtimation 10 Acres of Land, and of a Field called &c. containing &c. and of one Meadow &c. to and with the Meſſuage aforeſaid, now occupyed and belonging: As alſo of all and ſingular other Meſſuages, Lands, Tenements, Rents, and Services, and the Reverſion and Reverſions thereof whatſoever, which the ſaid *T.* hath, or ought to have in *T.* aforeſaid: And the ſame, by the ſaid Fine, ſhall remiſe and quit claim from them and their Heirs, to the ſaid *N.* and *S.* and the Heirs, of the ſaid *N.* for ever, with Warranty of the ſaid *T.* and *A.* againſt themſelves, and the Heirs of the ſaid *T.* for ever: which Fine ſo had and levyed, ſhall be to the uſe of the ſaid *N.* and *S.* and their Heirs for ever. *And moreover* it is agreed between the ſaid parties, that immediately, or ſoon after the ſaid Fine ſhall be knowledged and recorded, one *N. N.* ſhall bring and purſue one Writ of Entry in the *Poſt*, in the Kings Court of Common Pleas at *W.* before his Juſtices there, and thereby ſhall demand the Premiſſes by words of Courſe, againſt the ſaid *N. B.* and *S.* or the Survivor of them, to the which Writ the ſaid *N.* and *S.* or the Survivor of them, ſhall appear *gratis*, and Vouch to Warranty the ſaid *T. S.* And the ſaid *T S.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant, to and with the ſaid *N.* and *S.* their Heirs, Executors, and Adminiſtrators, by theſe Preſents, That he the ſaid *T.* upon reaſonable premonition and requeſt thereof to him beforehand, to be given and made, will thereupon appear in the ſaid Court, and there enter into the ſaid Warranty *gratis*, and after Vouch over the common Vouchee, who may then likewiſe enter into the Warranty and Imparl, and after Imlance depart in contempt of the Court, ſo as a perfect Recovery, with double Vouchee, may then be had, and paſſed, of all the Premiſſes, in due form of the Law, and Seiſin thereof had and executed accordingly, for the perfect executing and performing of which ſaid Recovery, with double Vouchee, as before the ſaid *T. S.* for him, his Heirs, and Aſſigns, doth covenant and and grant, upon reaſonable requeſt, to do all ſuch reaſonable Act and Acts, as before is limited, or otherwiſe ſhall be meet and convenient by him to be done and executed concerning the Premiſſes, the ſame to be done at the coſts and charges in the Law onely of the ſaid *N.* or *S.* their Heirs or Aſſigns. And it is further covenanted, concluded, and agreed, between the ſaid parties to theſe Preſents, for themſelves, their Heirs, and Aſſigns, and every of them, for himſelf, and his Heirs, doth covenant, grant, and agree, to and with each other of them, and his and their Heirs, by theſe Preſents, that as well the ſaid Fine and Recovery aforeſaid, and either of them to be levyed, or had of the Premiſſes, or of any part thereof; as alſo all and every other Conveyances and Aſſurances whatſoever, thereof, or of any part thereof, to be knowledged, had, or made at any time hereafter, between the ſaid parties, their Heirs or Aſſigns, ſhall be, and by theſe Preſents are fully and plainly expreſſed, declared, and agreed, to be to the only uſe and behoof of the ſaid *N.* and *S.* and of their Heirs and Aſſigns for ever, and to none other uſe, behoof, intent, or purpoſe whatſoever. *And* the ſaid *T. S.* Covenanteth &c. to and with the ſaid *N.* and *S.* &c. in manner &c. *viz.* That he the ſaid *T. S.* now is and ſtandeth, and until the levying and ingroſſing of the Fine aforeſaid

The Recovery.

The Fine and Recovery to be to the uſes in theſe preſents.

Seized.

ſaid, ſhall be and ſtand lawfully and ſolely ſeized, of and in all and ſingular the Premiſſes, of a good, perfect, and ſure Eſtate in the Law, in Fee-ſimple or Fee-Tail; And that the ſame Premiſſes are and ſtand, and at the ingroſſing of of the Fine aforeſaid, ſhall be and ſtand, and for ever hereafter ſhall abide and continue, clearly and freely diſcharged and acquitted; or otherwiſe by the ſaid *T.* his Heirs, Executors, or Adminiſtrators, at all times ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains, Sales, Leaſes, Bonds, Statutes, Recognizances, Rents, Arrearages of Rents, Forfeitures, Re-Entries, and Cauſes, of Forfeiture or Re-Entry, and all other Eſtates, Rights, Titles, Grants, Charges, or Incumbrances whatſoever, had, made, cauſed, procured, or agreed unto, by the ſaid *T. S.* or any of his Anceſtors, or of any other perſon or perſons, by his or their Means, Title, or procurement, one yearly Rent of 5 l. 16 s. 8 d. and Suit to the Court of the Manor of *T.* reſerved, of and for the Premiſſes, yearly to be paid and due, to the Heirs and Aſſigns of *W. C.* deceaſed, and the ſaid Leaſe made by the ſaid *W. R.* to the ſaid *W. F.* as aforeſaid, alwaies except and fore-priſed. *And alſo*, that the ſaid *N.* and *S.* their Heirs and Aſſigns, ſhall and lawfully may from henceforth, have hold, and enjoy the Premiſſes, and have, take, perceive, and enjoy, all the Rents, Revenues, Iſſues, and Profits thereof, to their own uſe, without any Let, Diſturbance, or Eviction, of or by the ſaid *T. S.* his Heirs or Aſſigns, or of, or by any other perſon or perſons, by his Means, Title, or procurement. *And moreover*, That he the ſaid *T.* and his Heirs, at all times, during 5 years next after the date of theſe Preſents, at and upon every reaſonable requeſt, and at the coſts and charges in the Law onely of the ſaid *N.* and *S.* their Heirs, Executors, or Aſſigns, or any of them, ſhall and will do, make, knowledge, and ſuffer all and ſingular Act and Acts, Thing and Things, in the Law, with Warranty onely againſt the ſaid *T.* and his Heirs, for the further and better Conveyance, Aſſurance, and ſure making, of all and ſingular the Premiſſes, to be had, conveyed, and made ſure to the ſaid *N.* and *S.* and their Heirs, and the Survivor of them, his Heirs and Aſſigns, for his and their own uſe, clearly and abſolutely, without any manner of Condition for ever, as by the ſaid *N.* and *S.* or the Survivor of them, his Heirs, Executors, or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably Deviſed or Adviſed. *In Witneſs*, &c.

Free from Incumbrances.

Quiet enjoyment.

For further Aſſurance.

An Indenture for acknowledgement, and leading the uſe of a Fine and Recovery.

THis Indenture tripartite made &c. Between *H. G.* Eſq; on the firſt part, *A. G.* natural Mother of the ſaid *H.* on the 2d part, and *T. G.* Gent. on the 3d part, Witneſſeth, That it is covenanted and agreed, by and between the ſaid parties for themſelves, their Heirs and Aſſigns, in manner and form following, *that is to ſay*, That the ſaid *H. G.* and *A.* his Wife, before the end of *Michaelmas* Term next coming, before the Kings Majeſties Juſtices of his Common Bench at *Weſtminſter*, ſhall levy one Fine with Proclamations, according to the Statute in that behalf provided, unto the ſaid *T. G.* and his Heirs, of all thoſe two Meſſuages, with their Appurtenances, in *F.* and *W.* in the County of *M.* now or late in the ſeveral Tenures or Occupations of &c. or their Aſſigns, by the name of Meſſuages, 2 Barns, 2 Gardens, 16 Acres of Meadow, 70 Acres of Paſture, and 6 Acres Wood, with their Appurtenances, in *F.* and *W.* and that after the ſaid Fine ſhall be recorded before the ſaid Juſtices, *T. W.* Gent. and *R. C.* by the Kings Majeſties Writ of *Entry ſur Diſſeiſin in le poſt*, ſhall by the names aforeſaid, demand the ſaid Meſſuages, with their Appurtenances, in the ſaid Court, before the ſaid Juſtices, againſt the ſaid *T. G.* on this ſide the Feaſt of St. *A.* next enſuing, to which Writ the ſaid *T. G.* ſhall appear in his proper perſon and make Defence by words of Courſe, and ſhall vouch to Warranty the ſaid *H. G.* who alſo ſhall appear in his proper perſon, and vouch over the common Vouchee, who ſhall alſo appear and joyn the Miſe, and after Imparlance, ſhall depart in contempt of the Court, ſo as a perfect Recovery ſhall be had by the ſaid *T. G.* and thereof Seiſin executed upon the Premiſſes, according to uſual manner of common Recoveries. And further, That the ſaid Recovery, and the Seiſin thereof had as aforeſaid, and all other former Conveyances of the Premiſſes ſhall be, and all perſons ſeized, or to be ſeized thereof, or of any part thereof, ſhall ſtand thereof and be ſeized, to the only uſes and intents following, and to none other uſe or intent whatſoever. *That is to ſay*, Of the ſaid Meſſuage, with the Appurtenances, in the Occupation of the ſaid *W. S.* to the only uſe of the ſaid *H. G.* and of his Heirs and Aſſigns for ever; and of the ſaid Meſſuage, with the Appurtenances, in the Occupation of the ſaid *T. G.* to the uſe of the ſaid *A. G.* for and during all the term of the natural life of the ſaid *A.* and after her deceaſe, to the uſe of the ſaid *H. G.* and of his Heirs and Aſſigns for ever. And the ſaid *H. G.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant and grant, to and with the ſaid *A. G.* her Executors &c. in manner &c. *viz.* That the ſaid Meſſuage, with the Appurtenances, in the Occupation of &c. and mentioned to be conveyed by the Fine and Recovery aforeſaid, now is, and during the natural life of the ſaid *A. G.* ſhall be, or lawfully may be, and continue to the ſaid *A.* and her Aſſigns, during the

Yearly value.

the natural life of the ſaid *A.* of the clear yearly Rent and value of 13 *l.* 13 *s.* 4*d.* of lawful &c. above all Charges and Repriſes. And, that the ſaid *A. G.* and her Aſſigns, may lawfully and quietly have, hold, and enjoy the ſaid Meſſuage, with the Appurtenances, in the Occupations of the ſaid &c. and mentioned to be conveyed by the Fine and Recovery aforeſaid, during the natural life of the ſaid *A.* clearly diſcharged and acquited; or otherwiſe at all times by the ſaid *H. G.* and his Heirs, ſufficiently kept harmleſs, of and from all former Bargains, Grants, Sales, Bonds, Charges, Eſtates, Titles, Intereſts, and Incumbrances whatſoever, had, made, done, cauſed or procured by the ſaid *H. G.* or by *W. G.* late Father of the ſaid *H.* or by their, or any of their Act, Knowledge, Conſent, or Procurement. *In Witneſs*, &c.

Quiet enjoyment.

Freed from Incumbrances

An Indenture, for acknowledging of a Fine of a Rent.

THis Indenture tripartite made, &c. between *W. G* of *B.* in the County of *W.* Eſq. and *E.* his Wife, on the firſt part, and R. *P.* Citizen and Merchant-Taylor of *L.* on the 2d. part, and *S. P.* eldeſt Son of the ſaid R. *P.* on the 3d part, *Witneſſeth*, That it is covenanted, granted, and agreed, between the ſaid Parties, for them, their Heirs and Aſſigns, and every of them by theſe Preſents, That the ſaid *W.* and *E.* for themſelves, their Heirs, and Aſſigns, and every of them, do covenant and grant, to and with the ſaid R. and *S.* their Heirs and Aſſigns, and the Heirs and Aſſigns of every of them, by theſe preſents, in manner and form following, that is to ſay, That they the ſaid *W.* and *E.* before the Feaſt of *M.* next coming, at the coſts and charges in the Law of the ſaid R. and *S.* or one of them, or of their Executors, Adminiſtrators, or Aſſigns, or one of them, ſhall and will in due form of Law, knowledge and levy one or more Fine or Fines, with Proclamations, before the Juſtices of our Soveraign Lord the King, of his Common-Bench at *Weſtminſter*, according to the common and uſual order of Fines, and of the Statutes in that Caſe provided, of 9 *l.* 13 *s.* 4*d.* going out of 2 Meſſuages, and 2 Shops, and of one yearly Rent of 6 *l.* 13 *s.* 4*d.* going out of one other Meſſuage, and one Shop, with the Appurtenances in *W.* in the Pariſh of St. *M.* of *L.* at the Feaſts of the *Birth* &c. the *Annunciation* &c. the *Nativity* &c. and St. *M.* by even portions to be paid; and alſo of 13 *s.* 4*d.* to be paid in the name of a Pain, for not paying of the ſaid yearly Rent of 9 *l.* 13 *s.* 4*d.* and of 10 *s.* to be paid in the name of a Pain, for not paying the ſaid yearly Rent of 6 *l.* 13 *s.* 4*d.* then and ſo often, when and as often, as the ſame Rents, in any Feaſt of the Feaſts, aforeſaid, ſhall be unpaid; and by the ſame Fine and Fines, ſhall knowledge the ſaid yearly Rents, and the ſaid Sums, in the name of a Pain to be paid, in manner and form aforeſaid, to be the right of the ſaid *R.* as thoſe that the ſaid R. and *S.* then ſhall have of the gift of the ſaid *W.* and *E.* and the ſame, by the ſaid Fine or Fines, ſhall remiſe and quit claim, from them the ſaid *W.* and *E.* and their Heirs, to the ſaid R. and *S.* and the Heirs of the ſaid R for ever.

And moreover, the ſaid *W.* and *E.* ſhall by the ſaid Fine and Fines, grant for them, and the Heirs of the ſaid *W.* that they ſhall warrant to the ſaid *R.* and *S.* and to the Heirs of the ſame *R.* the ſaid Rents, and the ſaid ſums to be paid in the name of a Pain in manner and form aforeſaid, againſt them the ſaid *W.* and *E.* and the Heirs of the ſaid *W.* for ever, or otherwiſe by any other Fine in any other manner only, with ſuch warranty as is aforeſaid, as by the learned Councel of the ſaid *R.* and *S.* or either of them, ſhall be lawfully and reaſonably deviſed or adviſed at the only coſts and charges of the ſaid *R.* and *S.* or of one of them, or of the Heirs, Executors, or Adminiſtrators of one of them. And the parties aforeſaid, do Covenant, Grant and Agree together for themſelves, their Heirs and Aſſigns, and for every of them, and the Heirs and Aſſigns of every of them by theſe preſent Indentures, that the ſaid Fine, and every other Fine and Fines as is aforeſaid, to be knowledged between the ſaid parties, or their Heirs of, and for the ſaid yearly Rents aforeſaid, going out of the ſaid Meſſuages and Shops, aforeſaid, and of the ſaid ſum to be paid in the name of a Pain, in manner and form aforeſaid, ſhall be and from thenceforth ſhall be deemed and taken to be, and alſo that then and from thenceforth the ſaid R. and *S.* and the Heirs of the ſaid R. and they the ſaid R. and *S.* and the Heirs of every of them ſhall be, and ſtand ſeiſed of the ſaid yearly Rents, and other the Premiſſes with the Appurtenances, to the only uſes, intents and purpoſes hereafter expreſſed in theſe Indentures, and to none other uſe or uſes, intent or purpoſe whatſoever; that is to ſay, Of the ſaid yearly Rent of 9 l. 13 s. 4 d. and of the ſaid ſum of 13 s. 4 d. to be paid in the name of a Pain for not paying thereof, in manner and form as aforeſaid, as often as the ſaid Pain ſhall be payable to the only uſe and behoof of the ſaid *S. P.* and of the Heirs and Aſſigns of the ſaid *S.* for ever, and of the ſaid yearly Rent of 6 l. 13 s. 4 d. and of the ſaid ſum of 40 s. to be paid in the name of a Pain for not paying thereof in manner and form aforeſaid, as often as the ſaid Pain ſhall be payable to the only uſe of the ſaid *R. P.* and of the Heirs and Aſſigns of the ſaid *R. P.* for ever. *In Witneſs*, &c. to one part of theſe preſent Indentures, remaining to and with the ſaid *R. P.* the ſaid *W.* and *E.* have ſet their Seals, and to one other part thereof remaining, to and with the ſaid *S. P.* the ſaid *W.* and *E.* have likewiſe ſet their Seals, and to the 3d part of the ſame Indentures remaining to and with the ſaid *W.* and *E.* the ſaid *R.* and *S.* have ſet their Seals, &c.

A Covenant to convey Land and Rent to the Uſe of a Colledge.

THis Indenture Quadripartite, made &c. Between *W. F.* Cit. and M. of *L.* on the firſt part, *A. B.* &c. on the 2d part, and the Maſter and Wardens of the Myſtery of Marchant-Taylors, of the Fraternity of St. *John Baptiſt*, in the City of *L.* on the 3d part, and the Preſident, and Scollars of the Colledge of St. *John Baptiſt*, in the Univerſity of *O.* on the 4th part, *Witneſſeth*, that *whereas* our Soveraign Lord the King, by his Highneſs Letters Patents, under

under the Great Seal of E. bearing date at *Weſtminſter*, 30 day of *O.* now laſt paſt, for the cauſes, and for the purpoſe in the ſame Letters Patents expreſſed, hath given and granted unto the ſaid *W. F.* by the name of her beloved Servant *W. F.* and to his Heirs and Aſſigns for ever, all that yearly Rent or Stipend of ſeven pound, and that yearly Rent of ſix ſhillings, eight pence, which were ſometime given and granted by *M F.* deceaſed, to certain ſuperſtitious uſes in the Church of *M.* in the County of *N.* and which were appointed by the ſaid *M.* to be iſſuing and going out of the Lands and Tenements of the myſtery or Fraternity of St. *John Baptiſt*, in the City of *L.* and to be paid by the Maſter and Wardens of the myſtery aforeſaid, and alſo by the ſame Letters Patents, hath given and granted unto the ſaid *M F.* his Executors, and Aſſigns, all the Arrearages of the ſaid ſeveral yearly Rents of 7 l. and 6 s. 8 d. concealed and unpaid from the Feaſt of *E.* in the 2d year of the Raign of our ſaid Soveraign Lord King *E.* the 6th, until the Feaſt day of St. *M.* in the 19th year of the Raign of our ſaid Soveraign, &c. and one Writing Obligatory of 200 Marks remaining in the Cuſtody of his Majeſties Remembrances, bearing date the the 20th day of *M.* now laſt paſt, wherein the ſaid Maſter and Wardens, ſtood bound to his Majeſty for the payment of 103 l. 6 s. for the Arrearages of the ſaid yearly Rents, as by the ſaid Letters Patents, &c. *And whereas* the ſaid W. F. in his own Right, and to his own uſe, is lawfully and ſole ſeiſed, of and in one Meſſuage and Tenement, with the Appurtenances lying and being in *C.* ſtreet, in the Pariſh, &c. in *L.* now in the Occupation of *R. T.* and which the ſaid W. lately purchaſed to him and his Heirs of *J. M.* of *L.* Draper. *Now* the ſaid W. F. minding not only to imploy the ſaid Meſſuage or Tenement, with the Appurtenances for ever, to the Help and Relief of poor Schollars for the time being, Student in St. *Johns Colledge*, in *O.* aforeſaid; but alſo intending duly to perform the purpoſe and intent of the ſaid Letters Patents for him and his Heirs, doth Covenant and grant to, and with the ſaid Maſter and Wardens, and their Succeſſors by theſe preſents, that he the ſaid W. or his Heirs, on this ſide the Feaſt of *P.* next coming ſhall and will grant, convey and aſſure from him the ſaid W. and his Heirs, unto the ſaid *A. B.* and his Heirs for ever, as well the ſaid Capital Meſſuage, with all and ſingular the Appurtenances, in as large and ample manner, as the ſaid W. had the ſame of the ſaid *J. M.* as alſo the ſaid yearly Rent or Stipend of 7 l. and the ſaid yearly Rent of 6 s. 8 d. and all the Arrearages thereof aforeſaid; and alſo the ſaid Writing Obligatory, and Sum of money therein ſpecified in as large and ample manner, as our ſaid Soveraign Lord hath given and granted the ſame to the ſaid *W.* and his Heirs as aforeſaid. Yet nevertheleſs, upon and under ſuch Condition, that the ſaid *A. B.* ſhall forth with make and declare his laſt Will in Writing under his Hand and Seal, of and for all and ſingular the Premiſſes, and by the ſame his laſt Will, ſhall deviſe, give and bequeath all and ſingular the ſaid Premiſſes, to the ſaid Maſter and Wardens, and their Succeſſors for ever, to the intent, that they for ever hereafter, ſhall imploy, pay and diſtribute yearly, or cauſe, &c. yearly, the clear yearly Rent and profit of the ſaid Meſſuage or Tenement with the Appurtenance, between 5 poor Students and Schollars of the Colledge aforeſaid for the time being, and which ſhall moſt like to bend their Studies

Recital of Letters Patents.

Recital of the ſeiſure.

Intentio donatoris.

Covenant to make Aſſurance by a day to A B. who ſhall make his Will thereof to make certain uſes.

to Divinity, to be yearly divided betwixt them in 5 equal parts, that is to every of them one equal 5th part, towards the amendment of their Bateſings. *And further alſo*, to the intent that the ſaid Warden: and their Succeſſors, ſhall for ever hereafter yearly imploy, diſtribute and beſtow the ſaid yearly Rent, Stipend of 7 l. and the ſaid yearly Rent of 6 s. 8 d. in ſuch manner and form as hereafter in theſe Preſents is expreſſed, that is to ſay, the ſaid yearly Rent of 6 s. 8 d. yearly to be paid and given in 2 equal moyeties, *viz.* on the 27 day of *O.* the one half thereof to the Clark of the myſtery aforeſaid, and the other half on the ſame day to the Bedle of the ſame myſtery for the time being, and the ſaid yearly Rent or Stipend of 7 l. from thenceforth yearly on the ſaid 27 day of *O.* to be diſtributed part and part like to, and amongſt the poor Almeſmen of the Livery of the ſaid Myſtery, to the augmenting of their penſions, and ſo to have continuance from time to time for ever. *And* the ſaid *W F.* doth by theſe Preſents ordaine and of one Aſſent, Conſent, and Agreement amongſt all the ſaid parties: It is by them ordained and eſtabliſhed for a perpetual Ordinance, for and touching the ſaid *Dividens* or portions of the ſaid clear yearly Rent and profit of the ſaid Meſſuages or Tenements, with the Appurtenances, in manner and form following, that is to ſay, that the ſaid *Dividens* or portions ſhall be called and named by the name of *F.* his Bateling. *And* the ſaid Maſter and Wardens of the Myſtery aforeſaid, for them and their Succeſſors, do covenant and grant to and with the ſaid *W. F.* &c. that they the ſaid Maſters and Wardens and their Succeſſors, ſhall and will yearly diſtribute and pay the ſaid ſeveral yearly Rents of 7 l. and 6 s. 8 d. and every part and parcel thereof yearly for ever, as they ſhall have and receive the ſame to the uſe and behoofs aforeſaid, and in ſuch manner and form as is aforeſaid, and according to the true meaning of theſe Preſents, without any manner of default, fraud or covin. [*A like Covenant for the Rent of the ſaid Meſſuages*, &c.] *In witneſs*, &c.

Covenant by the Company to make payment, &c.

A Conveyance to ſecure the payment of Rent to a Feme Covert, by Leaſe and Releaſe.

THis Indenture, made, &c. Between *J. T.* of *E.* Gent. and *M.* his Wife, of the one part. And *J. S.* of *L.* in the County of *E.* Eſq; *R. A.* Citizen and *S.* of *L.* of the other part, Witneſſeth, That in conſideration of a Marriage heretofore had between the ſaid *J. T.* and *M.* and of the great advancement in Lands and otherwiſe, that the ſaid *J. T.* hath had in Marriage with the ſaid *M.* And in conſideration, that ſhe the ſaid *M.* at the earneſt Requeſt of the ſaid *J. T.* and for the better inabling him to pay his juſt debts, hath agreed by Fine and otherwiſe, to joyn with him in the ſale of certain Lands in the Pariſhes of *S. A.* and *S. H.* in the Counties of *B.* and *O.* or one of them, heretofore conveyed and ſettled for part of the Joynture of the ſaid *M.* before her Marriage with the ſaid *J. T.* to the value of 100 l. *per annum*, or near thereabouts

thereabouts. And for the ſetling and conveying of the Mannor, Meſſuages, Lands and Tenements, herein after mentioned, for an increaſe of Joynture, for her the ſaid *M.* in lieu, recompence and ſatisfaction of the Joynture Lands that ſhe hath agreed to joyn in the ſale of as aforeſaid: And for the intire love and affection that the ſaid *J. T.* hath and beareth unto the ſaid *M.* and for the ſetling and aſſuring unto and upon her the ſaid *M.* of a yearly Rent, or payment of 100 l. *per annum*, during the Joynt-lives of him the ſaid *J. T.* and of her the ſaid *M.* as a ſeperate maintenance for her the ſaid *M.* to be in her own diſpoſe, in ſuch manner as hereafter in theſe Preſents is expreſſed; and ſo as the ſaid *J. T.* may not intermeddle, or have any thing to do therewith, or to take, require, challenge, or demand any account thereof. And for the ſetling and aſſuring of the ſame Mannor, Meſſuages, Lands, and Tenements hereafter particularly mentioned in the Name and Blood of him the ſaid *J. T.* ſo long as it ſhall pleaſe Almighty God to continue the ſame; and for other good cauſes and conſiderations, him, the ſaid *J. T.* moving, he, the ſaid *J. T.* hath granted, aliened, enfeoffed, releaſed and confirmed; and by theſe Preſents, doth grant alien, enfeoff, releaſe and confirm unto the ſaid *J. S.* and *R. A.* (in their actual poſſeſſions, now being by virtue of one Indenture of Bargain and Sale to them thereof made by the ſaid *J. T.* bearing Date the day before the Date of theſe Preſents, and by force of the Statute, for transferring of Uſes into Poſſeſſion, in that behalf made and provided,) and to their Heirs all that the Mannor or Lordſhip of *T.* with the Rights, Members and Appurtenances thereof, in the Pariſh of *T.* in the County of *W.* or elſe where in the ſaid County of *W.* and all and ſingular Meſſuages, Tenements, Farms, Lands, Meadows, Paſtures, Feedings, Demeſne Lands, Commons, Courts, profits of Courts, Rents, Reverſions, Services, Moors, Marſhes, Woods, Under-woods, Waſts, waſt Grounds, Franchiſes, Priviledges, Profits, Commodities, Emoluments and Hereditaments whatſoever, to the ſaid Mannor or Lordſhip belonging, or in any wiſe appertaining; or therewith demiſed, uſed, occupyed or enjoyed, as thereunto belonging, or reputed, deemed, taken, or known, as part, parcel, or member thereof, or of any part thereof; and all and ſingular other the Lands, Tenements and Hereditaments whatſoever, of him the *J. T.* ſcituate in the Pariſh of *T.* aforeſaid, or elſewhere, in the ſaid County of *W.* which, he, the ſaid *J. T.* lately purchaſed of *R. W.* and *M.* his Wife, and *W. W.* his Son, or any of them; all which ſaid Mannor and Premiſſes now are, or late were in the ſeveral Tenures or Occupations of the ſaid *J. T.* and of *T. B.* Yeo. or of one of them, their or one of their Aſſignee or Aſſigns, Under-Tenant or Under-Tenants, and the Reverſion and Reverſion, Remainder and Remainders of the ſaid Mannor and Premiſſes, and every part and parcel thereof; and alſo all the Eſtate, Right, Title, Intereſt, Claim, Inheritance, Property and Demand whatſoever, of him the ſaid *J. T.* of, in, and out of the ſaid Mannor or Lordſhip, and Premiſſes, and of, in, unto, and out of every part and parcel thereof, *To Have and to Hold* the ſaid Mannor or Lordſhip, Meſſuages, Lands, Tenements, Demeſne Lands, and all and ſingular other the Premiſſes before by theſe Preſents, granted, aliened, enfeoffed, releaſed and confirmed, or meant, mentioned, or

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intended to be hereby granted, aliened, enfeoffed, releaſed and confirmed, and every part and parcel thereof, with their, and every of their Appurtenances, unto the ſaid *J. S.* and *R. A.* and their Heirs, to the Uſe and Uſes hereafter in theſe Preſents expreſſed, limited and declared, (that is to ſay) To the uſe and behoof of them, the ſaid *J. S.* and *R. A.* and of their Executors and Aſſigns, during the term of 99 years, from the day before the date of theſe preſents, to be accounted, (if the ſaid *J. T.* and *M.* his Wife, ſhall both of them Joyntly ſo long live) upon the Truſts, and to the Intents and Purpoſes herein after expreſſed. And after the expiration or determination of that Eſtate and Term, then to the uſe and behoof of the ſaid *M.* now the Wife of the ſaid *J. T.* for, and during the term of her natural life, for the augmentation of the Joynture of her the ſaid *M.* and recompence and ſatisfaction of, and for, the Lands heretofore ſettled upon her, for part of her Joynture, and agreed to be ſold for the payment of the Debts of the ſaid *J. T.* as aforeſaid; and after the deceaſe of the ſaid *M.* then to the uſe and behoof of *S. T.* Son and Heir Apparant of the ſaid *J. T.* and of the Heirs of his body lawfully begotten, and to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of *T. T.* youngeſt Daughter of the ſaid *J. T.* and *M.* and of the Heirs of the Body of the ſaid *T.* lawfully to be begotten, and for default of ſuch Iſſue, to the uſe and behoof of the Heirs of the Body of the ſaid *J. T.* on the Body of the ſaid *M.* begotten, and to be begotten; and for default of ſuch Heirs, to the uſe of the right Heirs of the ſaid *J. T.* for ever. *And* touching the ſaid term of 99 years herein before limited, to the ſaid *J. S.* and *R. A.* their Executors and Aſſigns (if the ſaid *J. T.* and *M.* ſhall both of them Joyntly ſo long live) the ſame is ſo limited to them upon truſt, and to the intent, that they, the ſaid *J. S.* and *R. A.* by Indenture under their Hands and Seals, to bear date the day after the date of theſe Preſents, ſhall leaſe the ſaid Mannor and Premiſſes to the ſaid *J. T.* and his Aſſigns, for the term of 98 years, from thence next enſuing, and fully to be compleat and ended, (if the ſaid *J. T.* and the ſaid *M.* ſhall both of them Joyntly ſo long live) for, and under the yearly Rent of 200 l. of lawful Money of *England* (ſubject to publick Taxes and Charges) to be therein reſerved and made payable unto the ſaid *J. S.* and *R. A.* their Executors and Aſſigns, at 2 Feaſts or Times in the year, (that is to ſay) The Anun. and St. *M.* or within 40 dayes next enſuing, either of the ſaid Feaſts, by even and equal portions, beginning the firſt payment thereof at the Feaſt of the Anun. now next coming, or within 40 dayes then next enſuing, and with, and under ſuch Proviſoes for making void of the ſame Leaſe by Re-entry, or otherwiſe, for non-payment of the ſaid Rent, and ſuch other neceſſary Covenants and Agreements, as by the ſaid *J. S.* and *R. A.* their Executors or Aſſigns, or by their, or any of their Counſel, ſhall be reaſonably deviſed, and thought fit to be inſerted into the ſame Leaſe. And upon this further truſt in them, the ſaid *J. S.* and *R. A.* repoſed, That they, the ſaid *J. S.* and *R. A.* their Executors and Aſſigns, from time time, within 10 dayes alwayes after they, or any of them ſhall have received the ſaid yearly Rent of 200 l. to be reſerved upon the ſaid Leaſe, to be by them made of the Premiſſes as aforeſaid, or of any part thereof, upon every reaſonable demand thereof, ſhall pay over the ſame

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or ſo much thereof, as they ſhall from time to time receive, not unto the ſaid *J. T.* but unto ſuch perſon and perſons only, and for ſuch intents and purpoſes only, and in ſuch manner only as the ſaid *M.* from time to time (although during Coverture) by any Writing or Writings ſigned with her Name, of her own proper hand writing, ſhall direct and appoint. And that until ſuch appointment made, the ſame ſhall remain in their Hands, and after appointment made, ſhall be paid and diſpoſed accordingly. And in caſe any thing ſhall remain in their Hands undiſpoſed at the time of ſuch deceaſe of the ſaid *M.* the ſame ſhall be paid to ſuch perſon and perſons only as ſhe by her Will in writing, or any Writing proporting her Will ſhall direct and appoint, and in default thereof, to her Executors, or Adminiſtrators: and the ſaid *J. T.* her Husband, not to intermeddle, or have any to do therewith, or to ask or demand any account thereof, or of any part thereof, and the Acquittance or Receipt of the ſaid *M.* or of ſuch perſon or perſons only as ſhe ſhall appoint to receive the ſame as aforeſaid, to be unto them, and every of them, a good Diſcharge for the ſame Rent or Rents, they or any of them ſhall pay as aforeſaid. *Provided* alwayes, and upon this Condition. That if the ſaid *J. T.* ſhall at any time hereafter ſo fail in payment of the ſaid yearly Rent of 200 l. to be reſerved by the ſaid Leaſe, to be granted as aforeſaid, as that the ſaid Truſtees, *I. S.* and *R. A.* their Executors or Aſſigns, ſhall for ſuch default of payment, Re enter upon the ſaid Manor and Premiſſes, and thereby gain the Poſſeſſion thereof, that then, and from thenceforth they, the ſaid Truſtees, *I. S.* and *R. A.* their Executors and Aſſigns, during all ſuch time as they, or any of them ſhall hold and enjoy the Premiſſes, and receive the Rents and Profits thereof from the Tenants and Occupiers, ſhall and will from time to time, within 10 dayes alwayes after they or any of them ſhall have received the ſaid Rents and Profits, or any part thereof, upon every reaſonable demand thereof, pay over all the clear Rents and Profits that they ſhall then have ſo received unto ſuch perſon and perſons, and for ſuch intents, and in ſuch manner as the aforeſaid yearly Rent of 100 l. ought to have been paid according to the Truſt before expreſſed, and that the ſaid *J. T.* her Husband, not to intermeddle, or have any thing to do therewith, or to ask or demand any accompt for the ſame, or any part thereof, and the Acquittance and Receipt of the ſaid *M.* or perſons appointed by her as aforeſaid only to be unto them, and every of them, a good Diſcharge for the Rents and Profits they or any of them, ſhall receive, and pay to her as aforeſaid. *And* the ſaid *J. T.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to, and with the ſaid *I. S.* and *R. A.* their Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, in manner and form following, (that is to ſay) That he, the ſaid *J. T.* at the enſealing and delivery of theſe Preſents, is and ſtandeth lawfully and abſolutely ſeized of, and in the ſaid Manor, Meſſuages, Lands, Tenements and Hereditaments herein before mentioned, to be hereby granted, aliened, aſſigned, releaſed and confirmed, and of, and in every part and parcel thereof, with their Appurtenances, of a good, ſure, perfect, lawful, abſolute and defeazable Eſtate of Inheritance in Fee-ſimple, without any condition, truſt, power of re ocation or limitation of

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any Uſe or Uſes, or any other matter or thing to alter, charge, change determine, incumber, or evict the ſame Eſtate. *And* that he, the ſaid *J. T.* hath now in himſelf full power, good right and title, and lawful authority to convey and aſſure the ſame Premiſſes to the Uſe and Uſes herein before declared, limited and appointed, and according to the true intent and meaning of theſe Preſents. *And moreover*, that the ſaid Mannor and Premiſſes ſhall, or lawfully may, from henceforth for ever be peaceably held and enjoyed, according to the limitations of Uſes thereof, herein before declared, and the true meaning of theſe Preſents, without the lett or interruption of the ſaid *J. T.* his Heirs or Aſſigns, or of any other perſon or perſons lawfully claiming by, from, or under him, them, or any of them, or by his, their, or any of their act, means, title, conſent or procurement; and freed and diſcharged, or otherwiſe by the ſaid *J. T.* his Heirs, Executors, or Adminiſtrators, ſufficiently ſaved and kept harmleſs and undempnified, of, and, from, all and all manner of former, and other Bargains, Sales, Leaſes, Eſtates, Statutes, Recognizances, Judgements, and of, and from all other Charges, Eſtates, Titles, Troubles and Incumbrances whatſoever, (except one Leaſe made of the Premiſſes, or ſome part thereof by the ſaid *J. T.* to the ſaid *T. B.* for the term of 21 years, whereof there is about 18 years now to come and unexpired, and whereupon the yearly Rent of 10 *l.* of lawful Money of *England* is reſerved, and ſhall continue payable, during the reſidue of the ſaid term.) *And furthermore* the ſaid *J. T.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant, to, and with, the ſaid *J. S.* and *R. A.* their Heirs, Executors, and Adminiſtrators, and to, and with, every of them by theſe Preſents, that he, the ſaid *J. T.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall not at any time or times hereafter receive or intermeddle with the ſaid yearly Rent, or ſum of 200 *l.* or any other Rent, Profit, or ſum of Money herein before limited and mentioned to be paid by the appointment of the ſaid *M.* as aforeſaid, or any part thereof, but ſhall and will permit and ſuffer the ſame to be paid unto the ſaid *M.* to her own hands, to be in her own free diſpoſe, according to the true meaning of theſe Preſents. *And alſo*, ſhall and will permit and ſuffer the ſaid Truſtees, *J. S.* and *R. A.* their Executors and Aſſigns, to execute, perfect, and perform the Truſts herein before limited, according to the true meaning of theſe Preſents, without any trouble, ſuit, queſtion or account to be had, made or demanded, for, or concerning the ſame, or any part thereof, by the ſaid *J. T.* his Executors, Adminiſtrators or Aſſigns, or by any other perſon or perſons, by his or their means, right or procurement. *Provided* alſo, that the ſaid *J. S.* and *R. A.* nor any of them ſhall not be chargeable with any more of the Rents or Revenues of the Premiſſes, than they ſhall actually receive, nor the one of them with the others Receipts; and it ſhall be lawful unto and for the ſaid Truſtees *J. S.* and *R. A.* their Executors and Adminiſtrators, and every of them from time to time, to deduct and take out of the ſaid yearly Rent of 200 *l.* ſo long as the ſame ſhall be duly paid by the ſaid *J. T.* according to the Leaſe to be granted to him as aforeſaid, and in diſcharge thereof, out of the Rents and Profits they ſhall receive out of the ſaid Mannor and Premiſſes, all ſuch ſum and ſums of Money, Coſts and Damages

to them or any of them, ſhall expend, lay out, or be put unto, for or by reaſon of any Action or Suit that ſhall happen to be commenced, by or againſt them, or any of them, for, or in reſpect of the Truſts herein before expreſſed, or for, or by reaſon of any Act or Thing to be done or executed in or about the managing and ordering of the ſame Truſts, for the performance thereof in any wiſe; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs.*

An Indenture to levy a Fine, and ſuffer a Remedy to ſeveral Uſes and Conveyance.

THis Indenture Quadripartite, made the 10th day of *N.* in the 14th year of the Reign of our Soveraign Lord *Charls* the Second, by the Grace of God, King of *England*, *Scotland*, *France*, and *Ireland*, Defendor of the Faith, &c. Between *J. P.* of *L.* in the County of *E.* of the firſt part: *J. P.* Wid. the relict of *W. P.* late of *B. G.* in the Pariſh of *S. alias R.* in the County of *M.* deceaſed of the 2d part; *W. S.* of *L.* aforeſaid, and *F. P.* of *L.* of the 3d part; and *R. S.* of *L.* foreſaid, and *J. B.* of *K.* of the 4th part, witneſſeth, That it is concluded, covenanted and agreed, by and between all and every the ſaid parties, to theſe Preſents, and the ſaid *J. P.* and *J. P.* for themſelves and their Heirs do ſeverally covenant, promiſe, grant and agree, to and with the ſaid *W. S. F. P. R. S.* and *J. B.* their Heirs, Executors and Adminiſtrators, and to, and with, every of them by theſe Preſents, in manner and form following (that is to ſay.) That they, the ſaid *J. P.* and *J. P.* within the ſpace of one year next enſuing the date hereof, ſhall and will acknowledge and levy in due form of Law, according to the Laws and Statutes of this Realm, one or more Fine or Fines, *Sur Cognizance de droit come ceo que ils ont ſe lour done*, to be engroſſed, recorded, and ſued forth with Proclamations, according to the uſual courſe of Fines in ſuch caſes uſed, unto the ſaid *W. S.* and *F. P.* and the Heirs of them, or one of them, of all, and ſingular the Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances herein, after particularly mentioned and expreſſed, *that is to ſay*, All that Capital Meſſuage, with the Gardens and Orchards to the ſame adjoyning, containing in the whole by eſtimation 3 Roods of Land, &c. which ſaid ſeveral Meſſuages, Lands, Tenements and Premiſſes, now are, or late were, in the ſeveral Tenures or Occupations of the ſaid *W. P. J. P.* &c. ſome one of them or other, or ſome one of their Aſſignee or Aſſigns, Under-Tenant or Under-Tenants; and alſo of all and ſingular other the Lands, Tenements, Cloſes, Paſtures, and Hereditaments whatſoever, ſcituate, lying and being in the Pariſh of *S.* aforeſaid, which late were the Meſſuages, Lands and Tenements, of *R. P.* late of *L.* deceaſed Father of the ſaid *J. P.* and whereof and wherein the ſaid *J. P.* now is, or ſtandeth ſeized of any Eſtate of Inheritance, in Poſſeſſion, Reverſion or Remainder, with the Appurtenances. And it is hereby further covenanted, condeſcended and agreed unto, by, and between, all and every the ſaid parties to theſe Preſents, that the

the ſaid Fine and Fines, and all other Fines, hereafter, ſo or in any other manner to be acknowledged and levyed by the ſaid *J. P.* and *J. P.* unto the ſaid *W. S.* and *F. P.* and the Heirs of them, or one of them, if the Premiſſes ſhall be ſo, and acknowledged by the Name or Names of 8 Meſſuages, 8 Gardens, &c. with the Appurtenances, or by ſuch other Name or Names, quantity or quantities of Acres, and in ſuch ſort, manner and form, ſhall be thought meet, and that the ſaid Fine and Fines, ſo to be had and levyed of the ſaid Premiſſes, ſhall enure, and ſhall be adjudged, deemed and taken to be, that the ſaid *W. S.* and *F. P.* and the Heirs and Aſſigns of him or them, to whom the ſame ſhall be by ſuch Fine or Fines limited, from, and immediately after the levying and engroſſing of the ſaid Fine and Fines, ſhall be, ſtand, and be ſeized of the ſaid Meſſuages, Lands and Premiſſes, and of every part and parcel thereof, with their, and every of their Appurtenances, to the uſe of the ſaid *W. S.* and *F. P.* and their Heirs, to the only intent and purpoſe, that the ſaid *W. S.* and *F. P.* and their Heirs ſhall ſtand and be adjudged perfect Tenants, of the Freehold of the ſaid Meſſuages, Lands and Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, until a perfect Recovery, according to the uſual courſe of common Recoveries, for the aſſurance of Lands, Tenements and Hereditaments, in ſuch caſe uſed, ſhall, and may, be lawfully had and executed againſt them, the ſaid *W. S.* and *F. P.* or the Heirs of them, or the Heirs of the Survivor of them, of the ſaid Meſſuages, Lands and Premiſſes: And it is further covenanted, condeſcended, and agreed unto, by and between all and every the ſaid Parties, to theſe Preſents, That the ſaid *R. R.* and *J. B.* or ſome of them, or any other perſon or perſons which the ſaid *J. P.* ſhall nominate and appoint, ſhall and may, within the aforeſaid ſpace of one year, next enſuing the Date hereof, purchaſe one or more Writ or Writs of *Entry Sur diſceiſin in le poſt*, returnable before the Juſtices of his Highneſs Court of Common-Pleas at *Weſtm.* whereby the ſaid *R. R.* and *J. B.* ſhall demand againſt the ſaid *W. S.* and *F. P.* or the Survivor of them, or the Heirs of ſuch Survivors, by the Name or Names, quantity or quantities of Acres, in the ſaid Fine or Fines to be contained, or by any other Name or Names quantity or quantities of Acres, whatſoever ſhall be thought convenient, the ſaid Meſſuages, Lands, Tenements and Premiſſes, with their, and every of their Appurtenances before mentioned, to be ſcituate, lying and being in the Pariſh of *S.* aforeſaid, unto which Writ or Writs the ſaid *W. S.* and *F. P.* &c. the Survivor of them, or the Heirs of ſuch Survivor, ſhall appear in their Perſon or Perſons, or by their Attorney and Attornies lawfully and ſufficiently authorized, who ſhall vouch to warranty the ſaid *J. P.* and that the ſaid *J. P.* ſhall appear upon the ſaid Voucher, in the ſaid Court of Common-Pleas, in his proper Perſon, or by his Attorney lawfully authorized, and ſhall Vouch to warranty the common Vouchee, and that the ſaid common Vouchee ſhall appear and imparl, and afterwards make default, whereby perfect Judgement may be had and given for the ſaid Demandants, in the ſaid Writ or Writs, againſt ſuch Tenant and Tenants as aforeſaid, for the Recovery of the Meſſuages, Lands, Tenements and Premiſſes: And upon the ſaid Recovery ſo to be had and made, that they againſt whom the ſaid Recovery ſhall be had, and ſhall recover in value againſt the ſaid *J. P.*

and

and the said *J. P.* shall thereupon have Judgement to recover in value over against the said common Vouchee after, and according to the manner and course of common Recoveries in such Cases used. *And* it is fully covenanted, condescended and agreed unto, by and between all and every the said parties. And the said parties for themselves and their several Heirs, do severally Covenant and agree to, and with the others of them, and with their several Heirs, That the said Recovery and Recoveries, and the said Fine and Fines after the said Recovery and Recoveries shall be had and executed, and the full execution thereof, for and concerning the Premisses therein to be continued, shall be, and enure, and shall be adjudged, deemed, expounded, and taken to be and enure, and the said Recoverors and their Heirs, and all and every other person and persons, which shall then be seised of the said Messuages, Lands, Tenements and Premisses, or any part or parcel thereof, shall stand and be seised of the said Messuages, Lands, Tenements, and Premisses in the said Fine and Fines, Recovery or Recoveries to be mentioned, with their and every of their Appurtenance, and of every part and parcel thereof, to the uses, intents, and purposes in these Presents hereafter expressed and declared, and to no other intent or purpose whatsoever. *That is to say*, To the intent and purpose, that the said *J. P.* and her Assigns, shall and may yearly during her life, have, receive, perceive and take one yearly Rent-charge of 30 l. of lawful Money of *England*, out of all and singular the Messuages, Lands, Tenements, and Premisses before mentioned, now in the several Tenures or Occupations of *F. T. R. D.* &c. or their Assigns, payable yearly unto the said *J. P.* or her Assigns, at the 2 most usual Feasts or Terms in the year, *That is to say*, At the Feast of *A.* and St. *M.* yearly, by even and equal portions, at or in the Capital Messuage or Tenement herein mentioned. The first payment thereof to be made at the the Feast of *A.* next ensuing the date hereof, *And also* to this further intent and purpose, that the said Consulees and their Heirs, and the said Recoveror and her Heirs, and all and every other person and persons, which at the time of the perfecting and executing the said Recovery or Recoveries, shall be seised of the said Messuages Lands and Premisses, or any part or parcel thereof, shall stand and be seised of all and singular the said Messuages, Lands, Tenements and Hereditaments in the said Fine or Fines, Recovery or Recoveries, &c. charged as aforesaid, to the use and behoof of the said *J. P.* his Heirs and Assigns for ever. *And* it is hereby further agreed by, and between all and every the said parties to these Presents, That if it shall happen, the said yearly Rent of 30 l. or any part thereof to be behind or unpaid in part or in all, by the space of 28 dayes, or next after any of the said dayes, or Feasts, at or in which the same is limited to be paid as aforesaid, the same being lawfully demanded at the house of use in R. That then it shall and may be lawful to, and for the said *J. P.* and her Assigns, into the said Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended, to be charged with the said yearly Rent-charge of 30 l. into every or any part thereof, to enter and distrain, and the distress and distresses there found, to take, lead, drive, carry away, and impound. And the same to detain, withhold and keep, until the same Annuity

The Fine and Recovery to be to the uses in these presents.

For raising of an Annuity.

For non payment to distrain.

or

of yearly Rent of 30 l. of lawful Money of *England*, and every part and parcel thereof, together with the Arrearages thereof (if any shall happen to be) shall be well and truly satisfied and paid unto the said *J. P.* or her Assigns. And also till the said *J. P.* shall be truly satisfied and paid such and so many Sums, of 20 s. of lawful *English* Money *Nomine pœnæ* for the said Annuity or yearly Rent of 30 l. of lawful *English* Money, or any part thereof, shall be Moneths due behind and unpaid after the said dayes. *And* the said *J. P.* for him, his Heirs, Executors, Administrators and Assigns, and for every of them, duly covenant and grant to, and with the said *J. P.* and her Assigns, and to, and with every of them by these Presents, That he the said *J. P.* his Heirs, Executors, Administrators and Assigns, or some of them shall and will from time to time, and all times, during the life of the said *J. P.* (if the said *J. P.* or any Heir Male of his Body shall so long live, or if the said Recovery shall be had, suffered and executed of the Premisses, according to the intent of these particulars) well and truly satisfie, and pay the said yearly Rent-charge of 30 l. and every part and parcel thereof unto the said *J. P.* or her Assigns, at the place herein before limited and appointed for the payment hereof, within 28 dayes, next after the said Feasts of *A.* and St. *M.* by even and equal portions, according to the true intent and meaning of these Presents, if the same be lawfully demanded at the place aforesaid. Provided always nevertheless, And it is the true intent and meaning of all and every the said Parties, to these Presents, And the said *J. P.* for her and her Assigns, doth covenant, grant and agree to, and with the said *J. P.* his Heirs and Assigns, and to and with every of them by these presents, That it shall and may be lawful to, and for the said *J. P.* his Heirs and Assigns, from time to time, and at all times, during the life of the said *J. P.* to deduct, detain, and keep out of the said Annuity or yearly Rent-charge of 30 l. all such sum and sums of, &c. as shall be assessed or imposed upon the said Premisses herein before mentioned or intended, to be charged with the Annuity or yearly Rent of 30 l. issuing or payable out of, for or in respect of the same, or any part thereof, by virtue or colour of any Act, Order or Ordinance of Parliament, or to the King, Lord of the Mannor of *S.* or for the necessary repairs of such of the aforesaid Tenements, as are now in the occupation of the said *W. S. S. T.* &c. and particularly, the quit-Rent due to the Lord of the said Mannor (of whom the said Premisses are holden) for all and singular, the Premisses herein before mentioned, or for, or in respect of Reeveship or Office of *Reeve* of the said Mannor, for the discharge of the said *J. P.* of, and from the charges of the same Office, in case he shall be thereunto elected, during the life of the said *J. P.* and also such sum and sums of money, as shall be taxed, assessed or imposed upon the said Capital Messuage, and other the Premisses herein before named, and not intened to be charged with the said Annuity or yearly Rent of 30 l. or issuing or payable out of, for, or in respect of the same, or any part thereof, by reason of any Act, Order or Ordinance of Parliament, or to the King, Lord of the said Mannor or otherwise, for so long and such time, as the said excepted Messuage and Premisses, shall be unletten to a Tenant, or uninhabited by the said *J. P.* his Heirs or Assigns.

Nomine pœnæ.

Covenant to pay the Annuity at the dayes.

To deduct taxes &c. out of the Annuity.

And it is hereby further agreed by and between all and every the ſaid parties to theſe Preſents, and their true intent and meaning is, that at ſuch time as the ſaid Capital Meſſuage, and other the ſaid excepted Premiſſes, with the Appurtenances, ſhall be letten to a Tenant, or inhabited by the ſaid *J. P.* his Heirs or Aſſigns, that then the ſaid *J. P.* his Heirs and Aſſigns, ſhall only detain and deduct out of the ſaid Annuity or yearly Rent of 30 l. 4 part in 5 parts to be divided, of all ſuch Taxes, Charges, Payments, and Impoſitions as ſhall be laid, taxed, or impoſed upon all and ſingular the Premiſſes before mentioned, Iſſuing or payable out of, for or in regard of the ſame, (except the ſaid quit Rent which is wholly to be born by the ſaid *J. P.*) and that the ſaid *J. P.* his Heirs and Aſſigns, ſhall bear and diſcharge the other 5th part thereof, for and in reſpect of the ſaid Capital Meſſuage, and Premiſſes, with the Appurtenances. *In Witneſs whereof*, to one part of theſe Indentures, remaining with the ſaid *J. P. W. S.* &c. have ſet their Hands and Seals, and to the other part remaining with the ſaid *W. S.* and *F. P. J. P. J. P.* &c. have ſet their Hands and Seals, and to one other part thereof remaining with the ſaid *L. R.* and *I. B.* have ſet their Hands and Seals.

A Settlement of an Eſtate, being a Revocation of former Uſes and raiſing of new ones.

THis Indenture made, &c. Between *T. H.* of *V.* in the County of *C.* Eſq; upon the one part. And *J. D.* of *W.* in the ſaid County of *C.* Eſq; *J. A.* of *C.* in the County of *L.* Eſq; and *E W.* of *P.* in the ſaid County of *C.* Eſq; upon the other part; Witneſſeth, That *whereas* the ſaid *T. H.* by his Deed indented bearing date the 8th day of *J.* in the xxj. year of the Reign of our late Sovereign Lord King *Charls* the Firſt, made between the ſaid *T. H.* of the one part, and *G. G. P. V.* Eſq; and the aforeſaid *J. D.* and *G. W.* Gent. of the other part, For the Conſideration in the ſaid Indenture mentioned, did Covenant and grant for him, his Heirs and Aſſigns, That he the ſaid *T. H.* his Heirs and Aſſigns, ſhould ſtand and be ſeiſed of the Mannors or Lordſhips of *B.* and *H.* with the Appurtenances in the ſaid County of *L.* And of all and ſingular his Meſſuages, Salt-coats, Milnes, Advowſons, Patronages, Lands, Tenements, Meadows, Leaſues, Paſtures, Woods, Underwoods, Waters, Fiſhings, Commons of Paſture, and Turbary, Rents, Reverſions and Services, and all other the Hereditaments, with the Appurtenances, ſcituate, lying and being in *B. H. W. L.* or elſewhere, in the ſaid County of *L.* whereof, or wherein the ſaid *T H.* then had or at any time ſince the death of *T H.* deceaſed, his late Father had any Eſtate of Inheritance. To the uſes, intents, and purpoſes, under the Proviſoes, Conditions and Limitations in the ſaid recited Indentures, mentioned, ſpecified and declared, and to no other uſe, intent or purpoſe; In and by which ſaid Indentures, it was provided, That it ſhould and might be lawful to, and for the ſaid *T. H.* at all times, and from time to time, when, and as often as ſhould ſeem good unto him during his life, by his

Recital of the former Indenture.

Writing Indented by him Sealed and Subſcribed with his own hand, and publiſhed and declared before 2 Witneſſes at leaſt; to declare, limit, or appoint the Premiſſes, and every or any part or parcel thereof, to be to the uſe of himſelf, and his Heirs; or otherwiſe to determine, or extinguiſh the uſes before in the ſaid recited Indentures limited and expreſſed, or any of them: And that then, and from thenceforth, all and every the ſaid Limitations and Eſtates, before in the ſaid recited Indentures ment oned, declared, and expreſſed, of and for ſo much of the Premiſſes, whereof the ſaid *T. H.* party to theſe Preſents, ſhould make ſuch Declaration, Limitation, and Appointment, in form aforeſaid, ſhould ceaſe and determine. And that then, and from thenceforth, ſuch part, or ſo much of the ſaid Premiſſes, with the Appurtenances, as whereof ſuch Declaration, Limitation, and Appointment ſhould be ſo made by the ſaid *T. H.* ſhould be to the uſe of the ſaid *T. H.* his Heirs and Aſſigns for ever; Any thing in the ſaid recited Indentures contained to the contrary thereof notwithſtanding. *And further* alſo with divers Limitations of Uſes, Eſtates, Covenants, Grants, Conditions, Proviſoes, and other Agreements, in the ſaid recited Indentures contained, as by the ſaid recited Indentures more fully and at large it doth and may appear. Now the ſaid *T. H.* party to theſe Preſents, as well to the intent and purpoſe, utterly to determine and extinguiſh all and ſingular the Uſes, Limitations, and Agreements, contained, limited, and declared, in and by the ſaid recited Indentures.

Conſideration. And alſo, to the intent and purpoſe, that all and ſingular the ſaid Premiſſes, with the Appurtenances, and every part and parcel thereof, ſhall and may remain, continue, and to be to the uſe of him the ſaid *T. H.* party, to theſe Preſents, his Heirs and Aſſigns for ever. *And*, to the intent and purpoſe, to reduce, bring back again, and ſet the Fee-ſimple of all and ſingular the Premiſſes, into the perſon of him the ſaid *T. H.* party, to theſe preſents: To the end, he may lawfully and perfectly convey and aſſure the ſame to ſuch perſon and perſons, for ſuch Eſtate and Eſtates, and in ſuch manner and form, as hereafter in theſe preſents is thereof expreſſed, mentioned, and declared; hath limited, declared, and appointed. *And*, by theſe preſents, by force and virtue of the ſaid Condition, in the ſaid recited Indentures contained, and according to the effect, purport, and true meaning of the ſame, doth limit, declare, and appoint, That all and every the Uſe and Uſes, Limitations and Eſtates, in the ſaid recited Indentures, mentioned, declared, or expreſſed and every of them, and every part and parcel thereof, And for all and every part and parcel of the Premiſſes, ſhall at, and upon Sealing and Delivery of theſe Preſents, and at all times thenceforth, ceaſe, end and determine. *And alſo*, that all and every the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments aforeſaid, and other the Premiſſes, and every part and parcel thereof, ſhall from time to time, and at all and every time and times hereafter, remain, continue, enure, and be to the uſe of him the ſaid *T. H.* party, to theſe Preſents, and for his Heirs for ever, any uſe, matter, or thing in the ſaid recited Indentures, contained to the contrary thereof, in any wiſe notwithſtanding. And thereupon now the ſaid *T. H.* for the ſpecial good will, natural love and affection he beareth, unto *T.* and *H.* his Son and Heir apparant; and for the advancement and preferment of the Heirs Male of the

the body of the ſaid *T. H.* and *J. H.* and *G. H.* Sons of *H. H.* late of *W.* in the ſaid County of *L.* Gent. deceaſed, being near Couſines to the ſaid *T. H.* and of the Heirs Male of their Bodies; And alſo for the advancement and maintenance of the Sirnames of *H.* And to the end, intent, and purpoſe, that all and ſingular the ſaid Debts of the ſaid *T. H.* party to theſe Preſents, may be juſtly diſcharged and paid. *And* for divers other great and weighty Conſiderations him thereunto moving, The ſaid *T. H.* doth Covenant and grant, for him, his Heirs, and Aſſigns, to and with the ſaid *J. D. J. A. E. W.* and *J. E.* their Heirs, and Aſſigns, and to and with every of them, by theſe Preſents, That he the ſaid *T. H.* party to theſe preſents, on this ſide, and before the Feaſt-day of *A.* next enſuing the Day of the Date hereof, ſhall and will upon the reaſonable requeſt or requeſts of them the ſaid *J. D. J. A. E. W.* and *J. E.* their Heirs and Aſſigns, or ſome of them, or the Survivor of them, to be made to the ſaid *T. H.* his Heirs or Aſſigns at *V.* aforeſaid, his now Dwelling-houſe, and upon 20 Dayes warning to be given unto him by word or writing at *V.* aforeſaid, of ſuch intended requeſt, or otherwiſe, at the will and pleaſure of the ſaid *T. H.* and at the only coſts and charges in the Law of the ſaid *T. H.* by Deed or Deeds, Poll or Indenture, inrolled or not inrolled, Feoffment or Feoffments, or other his good and ſufficient Conveyance and Aſſurance in the Law, as by them the ſaid *J. D. J. A. E. W.* and *J. E.* or any of them, their or any of their Heirs, Executors, or Aſſigns, or their or any of their Councel learned, ſhall be reaſonably Deviſed or Adviſed, aſſure and convey unto *T. G.* Son and Heir of the ſaid *T. G.* deceaſed; and alſo unto the ſaid *P. W.* of *A.* Eſq; and *P. L.* of *H.* in the aforeſaid County of *C.* Eſq; and their Heirs, and to the Survivor of them and his Heirs, all thoſe his Mannors and Lordſhips of *H.* and *B.* in the ſaid County of *L.* And alſo all and ſingular his Meſſuages, Salt Coats, Mills, Advowſons, Patronages, Lands, Tenements, Meadows, Leaſues, Paſtures, Woods, Under-woods, Waters, Fiſhing; Commons of Paſture, and Turbary, Rents, Reverſions and Services, Liberties and Priviledges, and all other Hereditaments and Premiſſes, with the Appurtenances whatſoever, ſituate, lying, and being in *B. H.* and *C.* or elſe where in the ſaid County of *L.* whereof and wherein the ſaid *T. H.* now hath, or at any time ſince the deceaſe of the ſaid Sir *T. H.* Kt. deceaſed, Father of the ſaid *T. H.* party to theſe Preſents, had any Eſtate of Inheritance. And for the better Declaration of the Uſe, Uſes, and purpoſe of ſuch ſaid Eſtate, Aſſurance, and Conveyance, ſo to be had and made of the ſaid Premiſſes as aforeſaid, It is covenanted, granted, and agreed, by and between the ſaid Parties to theſe Preſents and the ſaid *T. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant, grant, declare, limit, promiſe, and fully agree, to and with the ſaid *J. D. J. A. E. W.* and *J. E.* their Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, That the ſaid Eſtate and Eſtates, and other Conveyances and Aſſurances whatſoever, to be had or made to all, or any the perſons before named, of the ſaid Premiſſes, or any part or parcel thereof, without or upon requeſt as aforeſaid, And the Eſtate, Right, Title, Intereſt, and Poſſeſſion, of them the ſaid *T. G. P. L.* and *P. W.* and their Heirs, and every of them; and

Covenant to convey the Lands, &c.

Declaration der Uſes.

his Heirs, of, in, and to the ſaid Premiſſes, and every part thereof, ſhall be. *And alſo*, that they the ſaid *T. G. P. L.* and *P. W.* and their Heirs, and the Survivor and Survivors of them, and his and their Heirs, ſhall ſtand and be ſeiſed of, and in all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Appurtenances, Emoluments, and Hereditaments, and all other the ſaid Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, to the ſeveral Uſes, Intents, Purpoſes, and Agreements, and under the Proviſoes, Conditions, and Limitations, hereafter in and by theſe Preſents thereof expreſſed, mentioned, and declared, and to no other uſe, intent, or purpoſe, in any wiſe, (*That is to ſay*) of and in all and ſingular the ſaid Premiſſes, with the Appurtenances, to the uſe of the ſaid *T. H.* and his Aſſigns, for the Term of his natural life, without impeachment of Waſt; and after his deceaſe, to the uſe and behoof of *T. H.* Son and Heir-Apparant of the ſaid *T. H.* party to theſe Preſents, and of the Heirs Male of the Body of the ſaid *T. H.* the Son lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of the Heirs Male of the Body of the ſaid *T. H.* party to theſe Preſents, lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof the ſaid *J. H.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of *G. H.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of *H. H.* of *B.* in the County of *N.* Gent. and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of *J. H.* of *H.* in the County of *L.* Eſq; and the Heirs Male of his Body, lawfull begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the Heirs Male of the Body of *T. H.* late of *B.* in the County of *L.* Gent. deceaſed, lawfully begotten: And for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *T. H.* the Father, party to theſe Preſents, for ever. Provided allwaies, And it is agreed by and between the ſaid Parties to theſe Preſents, That it ſhall and may be lawful, to and for the ſaid *T. H.* from time to time, and at all times, when and as often as he the ſaid *T. H.* party to theſe Preſents, ſhall think good and convenient, by his ſufficient Writing or Writings Indented, Sealed with his Seal, and lawfully executed, to Grant, Demiſe, and Leaſe, all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes, with the Appurtenances, or any part or parcel thereof, to any perſon or perſons, for and during ſuch Term and Terms of years, or lives, or for any other greater Eſtate or Eſtates whatſoever, as ſhall ſeem good to the ſaid *T. H.* *And* that it is covenanted, granted, declared, and agreed, by and between the ſaid parties, to theſe preſents, That they the ſaid *G. G. P. W.* and *P. L.* and their Heirs and Aſſigns, and all and every other perſon and perſons, which now ſtand and are ſeiſed, or which hereafter ſhall ſtand or be ſeiſed of the ſaid Mannors, Meſſuages, and other the Premiſſes aforeſaid, ſhall from and after the time of the making of any ſuch Leaſe or Demiſe, ſtand and be ſeiſed of, and in all and every thoſe Mannors, Meſſuages, Lands, Tenements, and

Limitation der Eſtates.

General Liberty for Leaſes, &c.

and Hereditaments, with the Appurtenances, whereof any ſuch Demiſe, Grant, or Leaſe, ſhall be ſo had and made, to the uſe of the ſaid perſon or perſons, to whom any ſuch Grant, Demiſe, or Leaſe, ſhall be thereof made, in manner and form, and according to the purport, effect, and true meaning of theſe Preſent, for and during the ſeveral Intereſts and Eſtates to be conſtrued in the ſame: So as all and every ſuch Leaſees, and their Aſſigns, and every of them, ſhall pay and do the Rents and Services, reſerved and payable upon the ſaid Leaſes, according to the tenour and purport of the ſame, if any Rents or Services ſhall be reſerved, in or upon the ſaid Grants, Demiſes, or Leaſes, (within 40 Dayes after, and upon reaſonable Demand in in that behalf to be made) to ſuch perſon and perſons, to whom the immediate uſe thereof, in Reverſion or Remainder, is by theſe Preſents, limited and appointed; and after the ſeveral Ends and Determinations thereof, then to the other Uſes, Limitations, and Intents thereof, before in theſe Preſents limited and appointed. Provided alſo, That if the ſaid *J. H.* or the ſaid *G. H.* ſhall joyntly together, or either of them ſolely by himſelf, at any time hereafter, by any Overture, Act or Acts, Thing or Things, Device or Devices whatſoever, wittingly or willingly practice, go about, or by means, effectually conclude, to do, make, execute, acknowledge, or ſuffer any Fine, Feoffment, Recovery, or any other Act or Acts, Thing or Things, whatſoever, wherewith or whereby the Eſtate or Uſes Intayl to them, or either of them limited of the Premiſſes, or any part thereof, ſhall not, or may not come, be, remain, and continue, to the ſaid Heirs-Male of their bodies ſeverally; And for want of ſuch Iſſue, to the ſeveral perſons, and their Heirs Male aforementioned; And for Default thereof, then to the right Heirs of the ſaid *J. H.* party to theſe Preſents clearly diſcharged of and from all, and all manner of Eſtates, Charges, and Incumbrances, by them, or either of them, to be hereafter had, made, levyed, or ſuffered, according to the true intent, limitation, and meaning above in theſe Preſents ſet forth and expreſſed; And ſhall attempt and go about by ſome open Act or Deed, to put in ure, or execute any ſuch intent or determination. That then the Eſtate and Eſtates of Uſe and Uſes, before in theſe Preſents limited or appointed to them, and either of them, which ſhall be ſo determined to alter or cumber as aforeſaid, ſhall ſo attempt or go about to alter, cut off, charge, or incumber, contrary to the true meaning of theſe Preſents, ſhall only, during the life of him which ſhall be ſo determined, and ſhall ſo attempt or go about to put in ure or execute any ſuch Determination, Purpoſe, or meaning only for ſo much of the Premiſſes, as whereof any ſuch Attempt or going about ſhall be had or made, ſhall ceaſe and be determined: *And* that then and thereupon the uſe of ſo much and ſuch part of the Premiſſes, whereof any ſuch Attempt or going about ſhall be had or made, ſhall immediately thereupon remain, come, and be to ſuch perſon and perſons, to whom the ſame, after the death of the ſaid perſon ſo attempting, or going about any of the Acts aforeſaid, ſhould have deſcended, remained, and come, if the ſame perſon ſo attempting, or going about, had been naturally dead, and no ſuch Act or going about, or act following the ſame had been been by him had, made, done, acknowledged, or ſuffered: And that of ſuch and the ſame Eſtate with the like Remainders

Clauſe de puis prieny.

over as should have descended, remained, and come by the force, effect, and true meaning of these Presents, if the same person so attempting or going about had been dead, and no such Attempt, Act or Acts had been by him committed, suffered, or done, any thing before in these present Indentures contained, to the contrary thereof in any wise notwithstanding. Provided also, That it shall and may be lawful to and for the said *T. H.* party to these Presents at all times, and from time to time when and as often as shall seem good unto him during his life, by his Writing or Writings Indented by him sealed and subscribed with his own hand, and published and declared before 2 Witnesses at the least, To declare, limit, or appoint the Premisses, and every or any part or parcel thereof to be to the sole and only use of himself and his Heirs, or otherwise to Revoke, determine, frustrate, or extinguish the Uses before in these present Indentures limited and expressed or any of them, and the Estates thereby or by means thereof in any wise raised, created, or made. *And* that then and from thenceforth all and every the Uses and Limitations before in these present Indentures mentioned, declared or appointed, and the Estates thereby or by means thereof in any wise created or made of and for such and so much of the Premisses whereof the said *T. H.* shall make such declaration, limitation or appointment in form aforesaid, shall cease and determine. *And* that then and from thenceforth, such part and so much of the said Mannors, Messuages, Lands, Tenements, and all other the Premisses, with the Appurtenances whereof or of the Uses whereof such declaration, revocation, limitation or appointment shall be so made by the said *T. H.* shall be to the sole and only use of the said *T. H.* his Heirs and Assigns for ever, any thing in these present Indentures contained to the contrary thereof in any wise notwithstanding. *So always*, That any Grant, Demise, Lease or Leases before that time to be made by the said *T. H.* of the Premisses or any part or parcel thereof, according to liberty, effect and intent of these Presents, shall not in any wise extend to prejudice, extinguish, or hinder the said liberty of Revocation or Declaration of new Uses for or touching the Reversion expectant upon the said Leases, Grants or Demises, nor shall in any wise be avoided, prejudiced, or impaired by such Revocation, Limitation, or Appointment, which shall be hereafter so made by the said *T. H.* in any wise. *In Witness*, &c.

Revocation of the Uses, and liberty to declare other Uses.

An Indenture to preserve Lands in the Name.

THis Indenture, made, &c. Between *A. B.* of the one part, and *C. D.* of the other part, Witnesseth, That as well the said *A. B.* as the said *C. D.* meaning and intending to preserve and continue their Houses and Name in the degree and continuance it hath been of, to Gods pleasure, be now Resolved and Concluded and Agreed in manner and form following, (*That is to say*) That all the Mannors, Messuages, Lands, Tenements, and Hereditaments, whereof

whereof the ſaid *A. B.* ſtandeth now ſeiſed in the County of &c. (one Meſſuage, &c. only excepted and forepriſed,) ſhall be Conveyed and Aſſured, and for evermore continue in ſuch manner, form, degree, and eſtate, and to ſuch Uſes and Intens as hereafter in theſe Preſents ſhall be expreſſed, limited and declared. *And* that all former Conveyances, Eſtate and Eſtates, Deviſes and Aſſurances heretofore had, made or conveyed by the ſaid *A. B.* to the ſaid *C. D.* and to the Heirs of his Body, or to any other perſon or perſons, to the uſe of the ſame *C. D.* and of the Heirs of his Body of or in the ſaid Manors, Lands, Tenements, and other the Premiſſes, or any part thereof, ſhall from thenceforth and at all times hereafter be utterly annulled, barred, extinguiſhed, and clearly cut off, and taken away for ever. *And further*, That all Conveyances, Grants, Promiſes, Proviſoes, Payments, Articles, Uſes, Intents, and Agreements mentioned and expreſſed in a pair of Indentures bearing date, &c. And all other Promiſes, Articles, and Agreements whatſoever between them had or made, ſhall alſo from henceforth and at all times hereafter ceaſe, determine, and be utterly void, fruſtrate, and of none effect. And for the better diſcharge thereof, the ſaid *A. B.* for him, his &c. doth by theſe Preſents clearly Remit, Releaſe, and for ever quit claim to the ſaid *C. D.* his Heirs, &c. all manner of Actions, Suits, Quarrels, Covenants, Promiſes, Payments, Debts, Duties, and Demands whatſoever from the beginning of the World, until the day of the date of theſe preſent Indentures. *And* the ſaid *C. D.* for him, &c. doth likewiſe Remit &c. *ut ſupra*. *And* for the better execution, performance, and accompliſhment of their former purpoſe, intent and meaning above expreſſed, It is now fully and plainly expreſſed, declared, covenanted, granted, condeſcended, concluded and agreed between the ſaid parties, And the ſaid *A. B.* doth expreſs and declare, and nevertheleſs for him, his Heirs, &c. doth Covenant &c. to and with the ſaid *C. D.* &c. And the ſaid *C. D.* doth likewiſe expreſs &c. (*ut ſupra*) in manner and form following, (*that is to ſay*) That all the aforeſaid Mannors, Lands, &c. (except before excepted) ſhall before the 10th day of *J.* next enſuing the date of theſe Preſents, be Conveyed and Aſſured by the ſaid *A. B.* to the ſaid *C. D.* or their Heirs, to *E. T. W. G.* &c. and their Heirs, or to the Survivor of them and their Heirs for ever, by the names of the Mannors of &c. to ſuch and the ſame Uſes, Intents, and Purpoſes, and in ſuch manner and form as hereafter in and by theſe Preſents ſhall be limited, expreſſed and declared; (*That is to ſay*) *Firſt*, That all Lands, Tenements, and Hereditaments now of the clear yearly Rent and value of 40 l. of lawful Engliſh Money parcel of the Premiſſes, (except before excepted) over and above all yearly charges and repriſes, ſhall before the ſaid 10th day of *J.* next coming, be Conveyed and Aſſured to the ſaid *E. S.* and *T. G.* &c. and to their Heirs, or to the Survivor of them and his Heirs for ever, to the uſe and behoof of the ſaid *A. B.* and of the Heirs Male of the Body of the ſaid *A. B.* lawfully to be begotten, and to the uſe of every ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have and Marry: And after the deceaſe of the ſaid *A. B.* without Heirs Male of his Body, and after the deceaſe of every ſuch Wife as the ſaid *A. B.* ſhall ſo fortune to Marry and have; Then for lack of ſuch Heir Male, to the uſe of the ſaid

Releaſe of Actions.

That Lands ſhall be before a day conveyed to Feoffees.

To the uſe of the Feoffor and his Heirs Male, and E. his Wife.

To the uſe of the Feoffee for term of his life, &c.

C. D. for term of his natural life, without impeachment of Waſte, And after the deceaſe of the ſaid *C. D.* to the uſe of *M.* Wife of the ſaid *C. D.* for term of her life. And after the deceaſe of the ſaid *E. F.* &c. then to the uſe of the firſt begotten Son of the body of the ſame *E. F.* lawfully begotten, and of the Heirs Male of the ſame firſt begotten Son lawfully begotten. And for lack of ſuch Iſſue, then to the uſe of the ſecond Son of &c. And for lack of ſuch Iſſue, then to the uſe of the firſt begotten Daughter, ſecond begotten Daughter, and every other Daughter of the Body of the ſaid *E. F.* and of the Heirs of the Bodies of the ſame Daughters lawfully begotten. And for default of ſuch Iſſue, then to the uſe of *G. H.* ſecond and younger Son of the ſaid *C D.* for term of his natural life, without impeachment of Waſte, and after his deceaſe, then to the uſe of the firſt begotten Son of the Body of the ſaid *G. H.* and of the Heirs Males of the Body of the ſame firſt begotten Son, lawfully begotten &c. *ut ſupra*, *And alſo* that the reſidue of all the aforeſaid Mannors and Lands (except before excepted) ſhall likewiſe before the ſaid 10th day of *J.* be conveyed and aſſured to the ſaid *E. S.* and *T. G.* &c. their Heirs and Aſſigns, or to the Survivor of them, and their Heirs and Aſſigns, to the uſe and behoof of the ſaid *A. B.* and of the Heirs Male of the Body of the ſame *A. B.* lawfully begotten; and after deceaſe of the ſame *A. B.* without Heir Male of his Body lawfully coming, then to the uſe of the ſaid *C. D.* for term of his life, &c. *ut Supra.* And further. That the ſaid *E. S.* &c. their Heirs and Aſſigns, and the Survivor and Surviors of them and their Heirs and Aſſigns, at all times, from and after the time of the aforeſaid Eſtate, Conveyance and Aſſurance to them to be had, made, conveyed and executed of and in the Premiſſes, as above is ſaid, ſhall ſtand and be ſeiſed of, and in the aforeſaid Lands, &c. of the ſaid clear yearly Rent and value of 40 l. over and above all yearly charges and re-priſes, to the uſe and behoof of the ſaid *A. B.* and of the Heirs Males of the Body of the ſame *A. B.* lawfully begotten, and to the uſe of every ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have and Marry as aboveſaid. And after the deceaſe of the ſaid *A B.* without Heirs Male of his Body; and alſo after the deceaſe of every ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have and Marry as aboveſaid. And after the deceaſe of the ſaid *A. B* without Heir Male of his Body, and alſo after the deceaſe of every ſuch Wife, as the ſaid *A. B* ſhall fortune to have and Marry, Then to the uſe of the ſaid *C. D.* &c. *ut ſupra.* *And alſo* that the ſaid *E. S.* &c. and their Heirs, &c. at all times, from and after the time of the time of the aforeſaid Eſtate, &c. ſhall ſtand and be ſeiſed of, and in all the ſaid reſidue of all the aforeſaid Mannors, &c. to the uſe and behoof of the ſaid *A. B.* and of the Heirs Males of the Body of the ſaid *A. B.* lawfully begotten. And after the deceaſe of the ſaid *A. B.* whithout Heir Male, then to the uſe of the ſaid *C D.* &c. *ut ſupra.* Except, and *always provided*, and it is nevertheleſs Covenanted, &c. between the ſaid parties for them and their Heirs, and the Heirs of either of them by theſe Preſents, That all and every Leaſe and Leaſes, demiſe, grant, and grants hereafter to be had or made of the aforeſaid Mannors, &c. or any part thereof, by the ſaid *A. B.* or by the Heirs Male of his Body, for term of 21 years, or under, upon which Leaſes, &c. the old, ancient and accuſtomed yearly Rent or Rent

To what uſes the Feoffees ſhall ſtand ſeiſed.

Rents of the ſame Lands Tenements and Hereditaments, ſo to be demiſed, granted or letten, or more, ſhall be yearly reſerved and grow, and continue due and payable yearly, from year to year, during ſuch term or terms. And alſo, all and every ſuch Leaſe, Leaſes, &c. hereafter to be had or made of the Premiſſes, or of any part thereof by the ſaid *G. D.* after the deceaſe of the ſaid *A. B.* without Iſſue Male of his Body, as above is ſaid, or by the ſaid *A.* after the death of the ſaid *C. D.* or by &c. Whereupon the ſaid Rent or Rents, ſhall be reſerved and continued as aboveſaid, ſhall be good and effectual, availeable and indefeazeable in the Law. And that all and every perſon and perſons, unto whom ſuch Leaſe, Leaſes, Demiſe, &c. of the ſaid Mannors, &c. or any part thereof, ſhall ſo fortune to be had or made for term of 21 years, or under, as aforeſaid, their Executors, Adminiſtrators, and Aſſigns, and the Executors, Adminiſtrators, and Aſſigns of every of them, at all times, during the ſaid Term, Terms, Leaſes, Intereſt and Intereſts, ſhall and may peaceably and quietly have, hold, poſſeſs and enjoy the ſame Mannors, &c. So to them or any of them granted, demiſed or letten, and every part thereof, according to the true effect and meaning of his and their ſaid Leaſe, Leaſes, Grant and Grants. *And* that the ſaid *E. S.* and the other their Heirs and Aſſigns, and the Survivor and Survivors of them, and their Heirs and Aſſigns after ſuch Leaſe, &c. ſo to be had and made to any perſon or perſons of the ſaid Mannor, &c. or any part thereof, for term of 21 years or under, in form above mentioned, ſhall ſtand and be ſeiſed of, and in the ſame Mannor, &c. which ſhall ſo fortune to be taken, letten, demiſed or granted as aboveſaid, and of every part thereof, to the uſe and behooſ of ſuch Leſſee and Leſſees, Grantee and Grantees, their Executors, Adminiſtrators and Aſſigns, for term or terms of 21 years or under. Provided alſo, and nevertheleſs it is Covenanted, &c. Between the ſaid Parties and their Heirs, that the ſaid *A. B.* ſhall and may at his liberty and pleaſure at any time hereafter by his ſufficient Deed or laſt Will and Teſtament in Writing, Signed and delivered in the preſence of of 3 good and ſubſtantial Witneſſes or otherwiſe give, grant and aſſure to any one perſon, for term of life onely of the ſame perſon, one yearly Rent-charge of, &c. to be iſſuing and going out of the aforeſaid Mannors, Lands, &c. or any part thereof, and to be paid yearly to the ſame perſon, or his ſufficient Aſſigns, during the life of the ſaid perſon, at the Feaſts of, &c. by equal portions, with a ſufficient clauſe of Diſtreſs to be contained in the ſaid Deed, Will, or other Aſſurance for non-payment of the ſaid Rent, or any part thereof, at any of the ſame Feaſts, at which it ought to be paid. *And* that the ſaid E. *S.* &c. their Heirs, and the Survivor of them, ſhall ſtand and be ſeiſed of the aforeſaid Mannors, &c. to the uſe and for the true payment of the ſame yearly Rent, in form aboveſaid, during the life of the ſame perſon, to whom the ſaid Rent ſhall ſo fortune to be given or granted as aboveſaid, any thing in theſe Preſent Indentures, or any Act, Eſtate or Conveyance hereafter to be had, made, done, or ſuffered to the contrary, in any wiſe notwithſtanding. And further, as well the ſaid *A. B.* as the ſaid C D. do Covenant and Grant (*that is to ſay*,) Either of them ſeverally, for himſelf and his Heirs, to, and with the other of them, and his Heirs, by theſe Preſents, That the ſaid Eſtate, Conveyance and Aſſurance hereafter

That all Leaſes to be made for 21 years to the Leſſees, to be effectual and available in the Law.

That all Leſſees may enjoy their terms, according to their Grants.

That the Feoffer may by his laſt Will or Deed, grant Annuities for life, with a Clauſe of Diſtreſs.

That the Feoffees ſhall ſtand ſeized to the uſe of the ſame Grantee.

hereafter, to be had, made, acknowledged, conveyed and executed by the ſaid *A. B.* and *C.D.* the ſaid *R.S.* &c. and their Heirs, or to the Survivor of them, and their Heirs, by Fine, Feoffment, Recovery, or otherwiſe, of, and in, the aforeſaid Mannors, &c. in form aboveſaid, and theſe preſent Indentures, and the Inrolement thereof, and all and every Article, Covenant, Grant, Sentence, Agreement and Thing therein contained, and all and every other Eſtate and Eſtates, Fine and Fines, Recovery and Recoveries, Gifts, Grants, Conveyances and Aſſurances, which now, or at any time or times hereafter ſhall fortune to be had, made, conveyed, executed, acknowledged, or ſuffered, by the ſaid *A. B* and *C.D.* or by either of them, or their Heirs, or the Heirs of either of them, or by the Aſſent Means, or Agreement of them, or any of them, in, or concerning the aforeſaid Mannors, &c. or any part thereof, (except before excepted) ſhall, at all times after the ſaid 10th day of *J.* be, inure, and continue to the Uſes, Intents and Purpoſes in theſe preſent Indentures limited, declared and expreſſed, and according to the true intent and meaning of the ſame, for which Eſtates, Conveyances, Uſes and Intents above declared the ſaid *C. D.* hath paid and delivered unto the ſaid *A. B.* the ſum of, &c. under, and upon Condition, That if the ſaid *A B.* ſhall fortune to dye, having Iſſue Male of his Body, lawfully begotten at the time of his Deceaſe, that then ſuch Iſſue Male, within the ſpace of &c. next after ſuch time as he ſhall have accompliſhed his full age of 21 years, ſhall content and repay the ſame, together with the ſum of, &c. in manner and form as hereafter in theſe Preſents ſhall be expreſſed and declared. And further, the ſaid *C D.* for him, &c. Covenanteth, &c. to and with, the ſaid *A.B.* his, &c. That if he, the ſame *A.B.* ſhall fortune to dye without any Iſſue Male of his Body, lawfully begotten, or to have Iſſue Male of his Body, at, or after, the time of his deceaſe, which Iſſue Male ſhall after fortune to dye without any Iſſue Male of his Body, and no diſcontinuance or barr of any of the ſaid Eſtates for term of life, or intail then had, made or grown by Act or Acts, Means, Aſſent or Agreement of the ſaid *A. B.* or of the Heirs Male of his Body, That then the ſame *C.D.* his Heirs, Executors, or Adminiſtrators, within the ſpace of, &c. next after ſuch time as the ſaid *A. B.* ſhall fortune to be dead, without any Iſſue Male of his Body, and the ſaid Eſtate-tail limited to the ſame *A.B.* to the Heirs Male of his Body, utterly extinguiſhed and determined, ſhall well and truly content and pay, or cauſe to be contented and paid to ſuch perſon or perſons, and in ſuch manner and form as the ſaid *A. B.* in his life time, by his ſufficient writing, ſubſcribed with his Hand, and ſealed with his Seal, in the preſence of 3 ſubſtantial Witneſſes, ſhall name, limit, aſſign, expreſs or appoint the ſum of &c. Provided allwaies, and it is nevertheleſs Covenanted, &c. That if the ſaid *C.D.* his Heirs Executors or Adminiſtrators, ſhall fortune to refuſe to pay the ſum of &c. or fail to make payment thereof, or of any part thereof, after a lawful and reaſonable Request or Demand thereof, to him or them, to be had or made at any time after the end of the ſaid 20 Months to ſuch perſon or perſons, and in ſuch manner and form as the ſaid *A. B.* ſhall name, limit and appoint in form aboveſaid, That then, and from, and immediately after, ſuch default of payment, had and made, the ſaid *E. S.* &c. and their Heirs, and the Survivor, &c. ſhall

ſtand

That all Eſtates and Conveyances to be made, ſhall be in ure to the uſes in theſe Preſents compriſed.

If the Feoffor have Iſſue male at the time of his death, that the Iſſue ſhall repay a certain ſum of Money to the Feoffee at a day.

If the Feoffor dye without Iſſue-Male, or the Iſſue-Male dye without heir male without any diſcontinuance had, That the Feoffee ſhall pay a ſum of Money to ſuch perſons as the Feoffor ſhall limit.

If the Feoffee make default of the ſaid payment, That the Recoveror ſhall be ſeiſed to the uſe of the Executors of the Feoffor for a certain term, and after to the uſes aboveſaid.

ſtand and be ſeiſed of, and in, the aforeſaid Mannor, &c. (except before excepted) to the uſe and behoof of the Executors and Adminiſtrators of the ſaid *A. B.* during the ſpace and term of 100 years, next enſuing the full end and expiration of the ſame 20 Months, without impeachment of Waſt. And after the end and expiration of the ſaid 100 years, then to the uſes and intents above limited and expreſſed, except, and alwayes ſaved to every ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have and Marry a perfect and ſure Eſtate, Uſe and Intereſt, for term of her life, of, and in, all the aforeſaid Lands, Tenements and Hereditaments of the ſaid clear yearly Value and Rent of 40 l. without any let or interruption. Provided likewiſe, and it is Covenanted, &c. between the ſaid Parties and their Heirs, That if the ſaid *A. B.* ſhall fortune to dye, having Iſſue Male of his Body at the time of his dececaſe, That then if the Iſſue Male of the ſame *A. B.* or the Executors, Adminiſtrators or Aſſigns of the ſaid *A. B.* within the ſpace of 20 Months, next after ſuch time as the ſaid iſſue Male of the Body of the ſaid *A. B.* ſhall have fully accompliſhed the age of 21 years, do not content and and pay unto the ſaid *C. D.* his Executors or Adminiſtrators, the ſum of, &c. That then the ſaid *E. S.* &c. and their Heirs, &c. ſhall ſtand and be ſeiſed of the ſaid Mannors, &c. (except before excepted) to the uſe of the ſaid *C. D.* his Executors and Adminiſtrators, until ſuch time as the ſame *C. D.* his Executors or Adminiſtrators, ſhall, or may have fully levied, perceived, and taken of the Rents, Iſſues, Revenues, and Profits of the ſame Mannors, Lands, Tenements and Hereditaments, (except before excepted) the ſaid ſum of, &c. *Except, and alwayes provided*, and it is Covenanted, &c. between the ſaid Parties ſeverally, for them and their Heirs, That neither theſe preſent Indentures, nor any Proviſo, Covenant, Grant, Sentence, Artiele or Thing therein contained, or any Eſtate, Fine, Recovery, or other Conveyance, hereafter to be had or made by the ſaid *A. B.* and *C. D.* or either of them, or their Heirs, or the Heirs of either of them, or by any other perſon or perſons, ſhall in any wiſe extend to defeat, avoid, determine, diminiſh, prejudice, or interrupt any Leaſe or Leaſes Grant or Grants, Term or Terms hereafter to be had or made of the Premiſſes, or of any part thereof, by the ſaid *A. B.* or by the Heirs Males of his Body, for term of 21 years, whereupon the ancient Rent or Rents thereof, or more, ſhall be yearly reſerved, and continue in form aboveſaid; nor to defeat, determine, avoid, impair, or interrupt the Eſtate, Uſe, Intereſt or Poſſeſſion, of any ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have or Marry as aboveſaid, of, in, and to, the ſaid Lands, &c. of the ſaid yearly Rent and Value of 40 l. over and above all yearly Charges, during the life of any ſuch Wife, nor to defeat, avoid, extinguiſh, or ſuſpend the aforeſaid yearly Rent-charge of, &c. nor to the aforeſaid Meſſuage, Dove-houſe, &c. before in theſe Preſents excepted, nor to any part thereof; but that the ſaid *A. B.* ſhall and may have, hold, and enjoy the ſame Meſſuage, Dove houſe, &c. to him and to his Heirs. And that the ſaid Leſſees and Grantees ſhall and may have and enjoy their ſaid Terms and Intereſts, and alſo that every ſuch Wife as the ſaid *A B.* ſhall hereafter fortune to have and Marry as aboveſaid, ſhall and may likewiſe have and enjoy for term of her life the aforeſaid Lands, Tenements, and Hereditaments of the

If the Feoffor dye, having Iſſue Male, and the ſame Iſſue, nor the Executors, &c. of the Feoffor, do not pay to the Feoffee the ſum of, &c. That the Recoverors ſhall be ſeiſed to the uſe of the Feoffee, until the ſum of, &c. be levyed.

This Indenture nor any other Conveyances, ſhall prejudice any Leaſe, or Joynture, or Rent-Charge made.

the ſaid clear yearly Rent and Value of 40 l. over and above all yearly Charges and Repriſes, any Covenant, Grant, Proviſoe, Article or Thing in theſe preſents mentioned, or any Act or Acts, Eſtate or Eſtates, Conveyances or Aſſurances, had or made, or hereafter to be had, made acknowledged, conveyed, or ſuffered to the contrary thereof in any wiſe notwithſtanding. And it it covenanted, &c. and the ſaid *E. S.* &c. for them, and every of their Heirs do covenant, &c. That all Feoffments, Fines, Recoveries, and other Conveyances, whatſoever hereafter to be had, made, acknowledged or ſuffered to the ſaid *E. S.* &c. of the Premiſſes, or any part thereof, ſhall be to the Uſes, Intents, Meaning and Purpoſes, expreſſed and contained in theſe Preſents, and to none other Uſe, Behoof, Intent or Purpoſe. And that neither the ſaid *E. S.* &c. their Heirs, nor any of them, ſhall, nor will challenge, demand, or claim any manner of Eſtate, Uſe, Intereſt, Right, Title, Poſſeſſion, of, in, or to, the Premiſſes or any part thereof, but only to the Uſes and Intents before in theſe Preſents mentioned and expreſſed. Provided allwayes, and nevertheleſs it is Covenanted, &c. That if the ſaid *A. B.* at any time hereafter, during his natural life, ſhall be minded or diſpoſed, to alter, change, extinguiſh, or make void the ſaid Feoffment, Fine, &c. or any of the Uſes before by theſe preſents limited, expreſſed or declared, touching the Premiſſes, or any part thereof, by force or reaſon of any Eſtate that ſhall grow, be made or executed of any the ſaid Uſe, Uſes, of, or, in the Premiſſes: Or if the ſaid *A. B.* at any time hereafter, during his life, ſhall be diſpoſed to have again all and ſingular the Premiſſes, or any part thereof, or the diſpoſition or beſtowing thereof, or any part or parcel thereof, in any ſort or manner then before is limited, or to have the ſame, or any part or parcel thereof, to him and his Heirs, as in his former Eſtate, to do therewith his Will and Pleaſure. And thereupon, by his Deed or Writing, ſealed and ſubſcribed with his own proper Hand, do notifie or ſignifie the ſame to the ſaid *E. S.* &c. or to any of them, or to the Survivor or Survivors of them, or any of them, That then immediately after and upon every, or any, ſuch Notice or Signification in Writing, ſealed and ſubſcribed, as is aforeſaid. So much of the Premiſſes ſhall be limited, declared and appointed in the ſaid Writing, and ſubſcribed as aforeſaid, to be utterly and clearly altered, changed, or made void, ſhall be from thenceforth to the uſe of the ſaid *A. B.* and of his Heirs, as in his former Eſtate, to do therewith his and their Will and Pleaſure; and then after the ſaid *A. B.* his Heirs and Aſſigns, and the Heirs and Aſſigns of the Survivor of them, and all, and every, other perſon and perſons that now have or at any time hereafter, ſhall be, or ſtand ſeiſed of the ſaid Premiſſes, ſo to be ſignified, notified or declared, ſhall be thereof ſeiſed to the uſe of the ſaid *A. B.* his Heirs & Aſſigns for ever, to do therewith his and their Will and Pleaſure, as in his or their former Eſtate, any thing in theſe Preſents mentioned to the contrary thereof in any wiſe notwithſtanding: *In witneſs whereof*

That all Conveyances ſhall be to the uſe herein contained.

That the Recoverors ſhall not claim any Intereſt, but only to the Uſes aboveſaid.

A liberty for the Feoffor to alter the Eſtates.

An Indenture for Eſtating of Lands by Recovery, wherein the Bargain and Sale for making J. E. *and* G. H. *Tenants Precipe is recited*

THis Indenture made the 19th day of *S.* &c. between *C. M.* of *C.* in the County of *C.* Eſq, on the one part, and *R. M.* of *P.* in the ſaid County Eſq, *G. B.* of *A.* in the ſaid County of *C.* Eſq; *R. T.* of *B.* in the County of *S.* Gent. *J. E.* of *O.* in the ſaid County of *C.* Eſq; and *G. H.* Eſq; on the other part, Witneſſeth, That for the eſtabliſhing and conveying of the Lands of the ſaid *C. M.* in his Name and Blood, and for a Convenient Joynture to be thereof made unto *E.* his Wife, and alſo for other Purpoſes and Intents in theſe Preſents appearing. It is now Condeſcended and Agreed between the ſaid parties to theſe Preſents, and every of them in manner and form following (*that is to ſay,*) Whereas the ſaid *C. M.* by good and ſufficient Conveyance and Aſſurance in the Law, hath made and executed unto the ſaid *J. E.* and *G. H.* and their Heirs and Aſſigns, to their own Uſes, a good and lawful Eſtate in Fee-ſimple, of, and in the Manor of *C.* with the Appurtenances, and of, and in all other the Meſſuage, Salt-houſes, Milnes, Lands, Tenements and Hereditaments, with the Appurtenances in *M. N.* and *C.* in the County of *C.* and in the County of the City of *C.* whereof or wherein the ſaid *C. M.* then had any Eſtate of Inheritance, as by the Conveyance more plainly may appear, which ſaid Conveyance and Aſſurance ſo to them made, was made to this Purpoſe and Intent, that any further Conveyance might the better be had and made of the Mannors, Lands, Tenements and Hereditaments, and all other the Premiſſes, with the Appurtenances, to the Uſes and Intents in theſe Preſents expreſſed. Now therefore the ſaid *J. E.* and *G. H.* and either of them, do Covenant and Grant for himſelf, his Heirs, Executors and Adminiſtrators, to, and with the ſaid *C. M.* his Heirs and Aſſigns, That at the next and great Seſſions for Common-Pleas in the ſaid County of *C.* to be holden at *C.* next after the Date hereof, They, the ſaid *J. E.* and *G. H.* and the Survivor of them, ſhall and will permit and ſuffer the ſaid *R. M. G. B.* and *R. T.* or the Survivor of them, to demand againſt them, or the Survivor, by a Writ of *Entry Sur ſeiſin in le poſt*, to be ſued forth at the ſame Seſſions, at the Coſts and Charges of the ſaid *C. M.* his Heirs or Aſſigns, the ſaid Mannor of *C.* with the Appurtenances, and all ſuch other of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances, as do lye in the County of *C.* by ſuch Names thereof, as by the Counſel learned of the ſaid *C. M.* ſhall be deviſed; in which Suit the ſaid *J. E.* and *G. H.* ſhall at the ſame Seſſions, either in their proper Perſons, or by their Attorney, ſufficiently authorized, appear, and after Declaration made againſt them, and Defence made by them, ſhall Vouch to warrant the ſaid *C. M.* whereupon the ſaid *C. M.* ſhall preſently appear in the ſame Suit, at the ſame Seſſions, either in proper Perſon, or by Attorney, ſufficiently authorized, and after like Declaration made againſt him,

Recital.

For ſuffering the Recovery.

him, and Defence made by him, ſhall willingly enter into the ſaid Warranty, and vouch over to Warranty the common Vouchee. And further do, and ſuffer to be done, all and every other Acts and Things, according to the manner and form of Common Recoveries, with double Voucher, uſed in the ſaid County of *C.* ſo as a perfect Common Recovery, with double Voucher, together with Judgement and Execution thereupon may be had, purſued, and ſuffered, of and in all the Premiſſes in the ſaid County of *C.* accordingly. And in like manner the ſaid *J. E.* and *G.* H. and either of them, doth covenant and grant, for themſelves, their Heirs, Executors, and Adminiſtrators, to and with the ſaid *C. M.* his Heirs and Aſſigns; That upon the reaſonable Requeſt, Coſts and Charges, in the Law of the ſaid *C.* M. his Heirs or Aſſigns, the ſaid *J. E.* and *G.* H. or the Survivor of them, at a Court of *Portmote*, to be holden at the City of *C.* ſhall and will in like manner, permit and ſuffer the ſaid *R.* M. *G. B.* and *R. T.* or the Survivor of them, to demand againſt them by a Plaint, in the nature of a Writ of *Entry Sur Diſſeiſin en le poſt*, to be Commenced and purſued, according to the cuſtom and uſage of the ſaid City of *C.* all ſuch other of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, as do ly within the ſaid City of *C.* or the Suburbs or Precinct of the ſame, by ſuch names thereof, as by the Councel learned of the ſaid *C.* M. ſhall be Deviſed. In which Suit, the ſaid *J. E.* and *G.* H. ſhall at the ſame Court of *Portmote*, either in their proper perſons, or by their Attorney, ſufficiently authorized appear, and after *Declaration* made againſt them, and defence made by them, ſhall vouch to Warranty the ſaid *C. M.* Whereupon the ſaid *C.* M. ſhall preſently appear in the ſame Suit, either in proper perſon, or by Attorney ſufficiently authorized; and after like Declaration made againſt him, and Defence made by him, ſhall willingly enter into the ſaid Warranty, and vouch over to Warrant the Common Vouchee. And further do, and ſuffer to be done, all and every other Acts and Things, according to the Form of Common Recoveries, with double Voucher uſed in the City of *C.* So as a perfect Common Recovery, with double Voucher, together with Judgement and Execution thereupon may be had, purſued, and ſuffered of and for all the ſaid Premiſſes, in the ſaid City of *C.* accordingly. *And* it is covenanted, granted, and agreed, by and between all the ſaid Parties to theſe Preſents, and every of them, That the ſaid ſeveral Recoveries ſo to be had and ſuffered, and all other Recoveries that ſhall be had and ſuffered by or between the ſaid Parties, or any of them, in the ſaid County of *C.* or in the ſaid City of *C.* at any time, during the ſpace of 2 years next coming, ſhall be; and the ſaid Recoverors, and their Heirs, ſhall ſtand and be ſeized of the ſaid Mannor of *C.* and of all other the ſaid Meſſuages, Salt-houſes, Mills, Lands, Tenements, and Hereditaments, and all other the Premiſſes, with the Appurtenances, to the ſeveral uſes, intents, and purpoſes, under the Conditions, Proviſoes, Limitations, and meanings, hereafter in theſe Preſents, expreſſed and contained, (That is to ſay) of and in theſe parts and parcels of the Mannor-houſe, and Capital Meſſuages, of the ſaid *C.* ſituate in *C.* aforeſaid hereafter mentioned, *viz.* The 3 old Lodgings, ſtanding in the South-East part of the Court or Curtilage of the ſaid Mannor-houſe, or Capital Meſſuage; and alſo the Back ſide adjoyning to the ſaid Lodging,

The Recovery to be to the uſes in theſe preſents.

as it is now inclosed from the Orchard; and also a certain Barn of the said Mannor-house, commonly called the Hay Barn adjoyning to the Stable; and also the old Garden belonging to the said Mannor-house, adjoyning to the Furlong, and all other the Ground and Lands within the Compass of the Hedge of the said Garden; and of and in all those Closes and Pastures in *G.* aforesaid, being parcel of the Demesnes of the said Mannor-house, or Capital Messuages, commonly called the *M.* the *L.* the *B.* the *N.* &c. and of and in one Messuage and Tenement, with the Appurtenances, in *C.* aforesaid, now or late in the holding or Occupation of *R. C.* or his Assigns, and all Lands, Tenements, and Hereditaments, thereunto belonging, of the yearly Rent of 33 *s.* 4*d.* and of and in one other Messuage, and Tenement, with the Appurtenances in *M.* aforesaid, now or late in the holding or Occupation of *H. M.* And all Lands, Tenements, and Hereditaments thereto belonging, of the yearly Rent of 6 *s.* 8*d.* And of and in one Messuage, and Tenement, with the Appurtenances in *N.* now or late in the holding or Occupation of *W. C.* or his Assigns; and all Lands, Tenements, and Hereditaments thereto belonging of the yearly Rent of 13 *s.* 4*d.* to the use of the said *C. M.* and of and for the said *E.* his Wife for her Joynture; and to the Heirs Male of the body of the said *C. M.* lawfully begotten and to be begotten: And for Default of such Issue, to the use of *J. M.* Brother to the said *C.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *C. M.* another Brother of the said *C.* and the Heirs Male of the body of the said *C.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *R. M.* another Brother to the said *C. M.* and the Heirs Male of the body of the said *R.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use and behoof of *C. M.* Son of *T. M.* late of *M.* aforesaid deceased: and the Heirs Male of the Body of the said *C.* Son of the said *T.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *H. M.* Brother to the said *C. M.* of *M.* and the Heirs Male of the Body of the said *H.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of of *C. M.* younger Brother to the said *T. M.* and the Heirs Male of the Body of the said *C. M.* the younger, to the said *T.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *P. M.* Son of *R. M.* of *M.* Gent. and the Heirs Male of the Body of the said *P.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *E. M.* Son of *P. M.* late of *P.* Esq; deceased and the Heirs Male of the Body of the said *E.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *T. M.* Son of the said *R. M.* of *P.* aforesaid, Esq; and the Heirs Male of the Body of the said *T. M.* Son of the said *R.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *G. M.* Son of *H. M.* of *C.* Esq; and the Heirs Male of the Body of the said *G.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of *T. M.* Son to *R. M.* of *M.* aforesaid, Gent. and to the Heirs Male of the Body of the said *T.* lawfully begotten, and to be begotten: And for Default of such Issue, to the use of the right Heirs of the said *C. M.* of *C.* for ever. And of, for, and concerning all the rest and residue of *the Uses;*

the

the ſaid Mannor, and of all other the Meſſuages, Salt-houſes, Milns, Lands, Tenements, and Hereditaments, with the Appurtenances, to be compriſed or contained in the ſaid ſeveral Recoveries, or either of them; The ſaid Recoverors and their Heirs ſhall ſtand and be thereof ſeiſed, from and after any ſuch Recovery ſo had and ſuffered, to the uſe of the ſaid *C. M.* of *C.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *T. M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *C. M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *R. M.* Brother to the ſaid *C. M.* of *C.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *C. M.* Son of the ſaid *T. M.* late of *M.* aforeſaid deceaſed, and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of *H. M.* Brother to the ſaid *C. M.* of *M.* and the Heirs Male of his Body, lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *C. M.* younger Brother to the ſaid *T. M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *P. M.* Son to the ſaid *R. M* of *M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of *E. M.* Son to the ſaid *P. M.* of *P.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *T. M.* Son of the ſaid *R. M.* of *P.* and the Heirs Male of his Body lawfully begotten, and to be begotten. And for default of ſuch Iſſue, to the uſe of the ſaid *G. M.* Son to the ſaid *H. M.* of *C.* and the Heirs Male of his body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe of the ſaid *T. M.* Son to the ſaid *R. M.* of *M.* and the Heirs Male of his Body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the right Heirs of the ſaid *C. M.* of *C.* for ever. Provided always,

Power to limit Lands to any Woman for Joynture which C. M. ſhall Marry except, &c.

Or make Leaſes &c.

And it is further agreed and concluded, by and between the ſaid Parties to theſe Preſents, That it ſhall and may be lawful, to and for the ſaid *C. M.* of *C.* at all times, and from time to time hereafter, when, and as often as it ſhall ſeem good to him by his Writing or Writings Indented, ſealed with his Seal, and ſubſcribed with his own hand, in the preſence of 3 or more Witneſſes, to grant limit, or appoint the ſaid Mannor, Meſſuages, Salthouſes, Lands, Tenements, and Hereditaments, with the Appurtenances, or any part or parcel thereof, ſaving and except, during the life of the ſaid *E.* the ſaid Meſſuages, Lands, and Tenements, with the Appurtenances, before appointed and ſet out for her Joynture, as is aforeſaid, to or for the Joynture of any Wife or Wives, which he ſhall happen to Marry, after the deceaſe of the ſaid *E.* now his Wife, for term of life, of every or any ſuch Wife; or by like Writing or Writings Indented, to make any Demiſe or Leaſe of the ſaid Mannor, Meſſuages, Lands, Tenements, and Hereditaments, or of any part thereof, ſaving and except, during the life of the ſaid *E.* ſuch part thereof, as is before appointed and limited, to and for her Joynture as is aforeſaid, to any perſon or perſons, for the term of 21 years,

or

or more; or of one, or two, or three lives: So that upon every ſuch Demiſe and Leaſe, the accuſtomed yearly Rent be reſerved and payable, during the continuance of the terms thereof, and not diſpuniſhable of Waſt. *And alſo*, that it ſhall and may be lawful to and for the ſaid *C. M.* of *C.* at all times, and from time to time hereafter, when and as often as it ſhall ſeem good to him by his Writing or Writings Indented, Sealed with his Seal, in the preſence of the ſaid *R. M. J. E. G. B. G. H.* and *R. T.* or any two of them, to grant, limit, or appoint the ſaid Mannor, Meſſuages, Salt-houſes, Lands, Tenements, and Hereditaments, with the Appurtenances, or any part or parcel thereof (ſaving and except, during the life of the ſaid *E.* the ſaid Lands, Tenements, and Hereditaments, limited and appointed to, and for her Joynture as is aforeſaid) to any perſon or perſons, for any Eſtate or Term whatſoever: And that the ſaid Recoveror and Recoveries ſhall be, and the ſaid Recoverors and their Heirs ſhall ſtand and be ſeiſed of, and in ſuch part, and ſo much of the Premiſſes of, and concerning which, any ſuch Grant, Limitation, or Appointment, ſhall be ſo made to ſuch uſes and intents, and of ſuch perſon and perſons, and for and under ſuch Proviſoes, Conditions, Limitations and Determinations, as the ſame ſhall be ſo granted, limited, or appointed unto by the ſaid *C. M.* of *C.* by ſuch Writing or Writings Indented, to be had, made, ſealed, and ſubſcribed, by the ſaid *C. M.* of *C.* in manner and form aforeſaid, and after to the uſes and intents in theſe Preſents before declared, and expreſſed, in ſuch manner and form, order and degree, and with the ſame Remainders, Conditions, and Limitations, as the ſame by theſe Preſents be limited and appointed. Provided always, and nevertheleſs; and it is fully concluded, condeſcended, and agreed, by and between the ſaid parties to theſe Preſents, and every of them, That if the ſaid *J. M. C. M. R. M. C. M.* Son of the ſaid *T. H. M. C. M.* younger Brother to the ſaid *T. P. M. T. M.* Son of the ſaid *R. M.* of *B. G. M.* and *T. M.* Son of the ſaid *R. M.* of *M.* or any of them, or any of their Heirs Male, of any of their Bodies lawfully begotten, or to be begotten, ſhall at any time hereafter, earneſtly, adviſedly, or determinately, intend, actually attempt, go about or put in ure, or cauſe to be done, any Act or Acts, Thing or Things whatſoever, of the ſaid Mannor, Meſſuages, Salt-houſes, Milns, Lands, Tenements, and Hereditaments, with the Appurtenances, whereof the ſaid Recovery or Recoveries ſhall be ſo had or ſuffered, or of any part or parcel thereof, whereby, or by reaſon whereof, any Eſtate, Uſe, Intereſt or Poſſeſſion, above in theſe Preſents ſpecified, mentioned, limited, or expreſſed, to be made, declared, or created, or any of them, ſhall or may be in any wiſe diſcontinued, impaired, charged, hindred, cut off, barred, or extinguiſhed, contrary to the true intent, agreements, and meanings, in theſe Preſents expreſſed, except ſuch Act and Acts, as are in or by theſe Preſents mentioned, licenſed, or permitted; and except the lawful and reaſonable Dowers of ſuch Woman, as ſhall be his or their lawful Wife or Wives; That then, and from thenceforth, for and concerning ſo much, and ſuch parcel of the Premiſſes, whereof any ſuch Attempt, going about putting in ure, or Act or Acts, ſhall be had or made, or cauſed to be done, the ſaid Recovery and Recoveries ſhall be. And the ſaid Recoverors, their Heirs and Aſſigns, and all and every other

The Recovery to be to thoſe uſes.

If any of the perſons within named go about to diſcontinue any of the uſes or eſtates herein limited (except ſuch as are herein only mentioned) the eſtate of ſuch perſon to ceaſe as if he were dead.

And the Recoverors to be seised to the use of such person to whom the same should come after the death of the said person that shall make such attempt.

person and persons, their Heirs and Assigns, which shall happen hereafter to be seised of the same Premisses, or of any part thereof, shall stand and be seised thereof, to the use of such person to whom the same shall come and be, after the death of the said person and persons, making or doing any such Attempt, Act or Acts, and of and for such Estate and Estates, in such form, condition, quality, and degree, and with and under such Limitations, Determinations, Provisoes, and Conditions, as if the said person or persons making or doing any such Attempt, Act or Acts, were then naturally dead, any thing in these Presents contained to the contrary notwithstanding. Provided nevertheless, And it is in like manner agreed by and between the said parties to these presents and every of them, That after the decease of the said *C.M.* of *C.* without any Heirs Male of his body lawfully begotten, and to be begotten, the said *J.M. O.M. R.M. C.M.* Son of the said *T*; *H.M. C.M.* younger Brother to the said *T*; *P.M. E.M. T.M.* Son to the said *R.M.* of *P*; *G.M. T.M.* Son to the said *R.M.* of *M.* and every or any of them, or any their Heirs Male of any of their bodies lawfully begotten or to be begotten, and every of them severally when and at such time as they shall be seised of the Freehold of Premisses by force of the limitation of any Use or Estate before in these presents mentioned, declared or expressed, shall or may by Writing Indented sealed with their Seal in the presence of 3 or more Witnesses, declare, appoint, or limit the use of any part of the said Mannors, Messuages, Salt-houses, Lands, Tenements, and Hereditaments, not exceeding the full yearly value of 30 l. Saving and Except during the life of the said *E.* such part of the Premisses as is seised, limited and appointed to and for the Joynture of the said *E.* to any of his or their lawful Wife or Wives, for the time being, for the term of her life only, and for no other greater Use or Estate in any wise, and not dispunishable of Wast. *And also*, by like Writing or Writings Indented, to grant to every or any of his or their Sons not being his or their Heir apparant several Rent-Charges of 53 *s.* 4*d.* a piece, issuing and going out of the said Mannors, Messuages, Salt houses, Lands, Tenements, and Hereditaments: Saving and Except during the life of the said *E.* the said Messuages, Lands and Tenements before appointed to and for the Joynture, as is aforesaid, payable yearly during the life of such Son to whom any such Grant shall be made, so as more of the said Sons have but one Rent-Charge of 53 *s.* 4*d.* a piece during his life only, payable yearly at the Feasts of &c. by even portions, or within 20 dayes after every of the said Feasts. *And also*, by like Writing or Writings Indented, to grant a Rent-Charge of 20 l. by the year, issuing out of the said Mannors, Messuages, Salt-houses, Lands, Tenements, and Hereditaments; Saving and Except during the life of the said *E.* the said Messuages, Lands and Tenements before appointed to and for her Joynture as is aforesaid, to any person and persons and their Heirs, payable at the Feast dayes aforesaid, for and until such time as every daughter of such person so making any such Grant which shall not be married in the life time of such person so making any such Grant, shall or may have received and had thereof 100 l. apiece for and towards her preferment in Marriage: or otherwise. Provided also, That after the decease of the said *C. M.* of *C.* without any

Heir

Heirs Male of his Body begotten, the ſaid *J.M. O.M. R.M. C.M.* Son of the ſaid *T. H.M. C.M.* younger Brother to the ſaid *T.M. P.M. E.M. T.M.* Son to the ſaid *R.M.* of *P.* *G.M.* and *T.M.* Son of the ſaid *R. M.* of *M.* and every or any of them, or any of their Heirs Male of any of their Bodies lawfully begotten and to be begotten, when and at ſuch time as they ſhall be ſeiſed of the Freehold of the Premiſſes by force of the limitation of any Uſe or Eſtate before in theſe Preſents declared, mentioned or expreſſed, ſhall or may by Writing or Writings Indented, ſealed with their Seals, Demiſe or lete to Farm all and ſingular the Premiſſes or any part thereof, Saving and Except during the life of the ſaid *E.* ſuch part of the Premiſſes as is before appointed for her Joynture or Dower; And Saving and Except the ſaid Mannor houſe or Capital Meſſuage called *C.* and the Demeſne Lands thereof, to any perſon or perſons for the Term of 21 years or under, or for the term of 3 Lives or under, So that upon every ſuch Demiſe, or Leaſe, the old accuſtomed Rent or more be reſerved and payable yearly during the ſeveral terms therein contained, and ſo that any ſuch Leaſe be not made diſpuniſhable of Waſte. And it is further, condeſcended, concluded and agreed by and between the ſaid parties to theſe Preſents, That the ſaid Recovery and Recoveries ſo to be had and ſuffered ſhall be, and the ſaid Recoverors their Heirs and Aſſigns, ſhall ſtand and be ſeiſed to the intent and purpoſe that every ſuch Son, and every ſuch other perſon to whom any ſuch Grant of Rent-charge of 20*l.* ſhall be made, ſhall and may be for non-payment of the ſaid ſeveral Rents, into the ſaid ſeveral Lands and Tenements ſo to be charged, to Enter and diſtrain, and in caſe of Rent-Charge. *And alſo*, that the ſaid Recovery and Recoveries ſhall be for and concerning ſuch part of the Premiſſes whereof any ſuch Demiſe, Leaſe, Declaration, Appointment or Limitation mentioned and expreſſed, and after to ſuch other Uſes thereof as are before in theſe Preſents, declared and expreſſed. Provided furthermore, and the Premiſſes notwithſtanding, It is concluded, condeſcended and agreed by and between the ſaid parties to theſe Preſents, That if the ſaid *C.M.* of *C.* by any Writing by him ſealed and ſubſcribed with his own hand in the preſence of 3 or more Witneſſes, and to be delivered in life-time to the ſaid *R.M. J.E. G.B. G.H.* and *R.T.* or any 2 of them, or to the Heir or Heirs of the Survivors of them ſhall ſignifie and declare, that the ſaid Recovery and Recoveries of for or concerning the ſaid Manno, Meſſuages, Lands, Tenements, and Hereditaments, or of for or concerning any part or parcel thereof, ſhall be to the uſe of himſelf and his Heirs only, and not to any other uſe or uſes; That then and from thenceforth immediately after ſuch ſignification and declaration all and every the Uſes and Intents before expreſſed, declared or mentioned in theſe preſent Indentures as concerning ſuch part and parts of the ſaid Mannor, Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances; whereof any ſuch ſignification or declaration ſhall be ſo had and made, ſhall utterly ceaſe, be void, and determine. *And* that then and from thenceforth the ſaid Recovery and Recoveries ſhall be: And the ſaid Recoverors and their Heirs as concerning all and ſingular ſuch part and parts of the Premiſſes, with the Appurtenances, whereof any ſuch ſignification or declaration ſhall be ſo had and made, ſhall ſtand and be ſeiſed

Power of Revocation.

thereof to the uſe of the ſaid *C. M.* of *C.* his Heirs and Aſſigns for ever, any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding. Provided alwayes, That notwithſtanding the ſaid ſignification or declaration, or any thing before expreſſed touching or concerning the Repealing, diſannulling, altering, or making void of any the Uſes or Eſtates before limited or declared, That yet nevertheleſs the Eſtate and Joynture of the ſaid *E.* before in theſe Preſents limited, intended and mentioned, and all and ſingular Conveyances and Writings Indented, which ſhall be made by the ſaid *J. M.* of *C.* to or for the Joynture of any his lawful Wife or Wives, or to or for their Advancement and preferment of any Son or Sons Daughter or Daughters of the ſaid *C. M.* of *C.* or to or for the payment and diſcharging of his Debts, and alſo every Demiſe or Leaſe to be made by the ſaid *C. M.* of *C.* ſhall ſtand, remain and be in their ſeveral forces, ſtrength and effect, according to the true intent and meaning thereof, any thing herein contained to the contrary in any wiſe notwithſtanding. *In witneſs*, &c.

Proviſo that the Joynture of E. and ſeveral other particular Eſtates ſhall not be revoked.

An Indenture of Covenants to Convey Lands, by Fine, &c. And that the Conuſee ſhall have other Lands in caſe the Lands ſold be evicted.

THis Indenture Tripartite made, &c. between *W. G.* of *G.* in the County of *M.* Eſq; *J. W.* of *G.* in the ſaid County of *M.* Gent. and *J. C.* of *L.* Eſq; of the firſt part; *R. B.* of *W.* in the County of *L.* Eſq; of the ſecond part, and *J. E.* of *O.* and *G. L.* of *T.* in the County of *C.* Eſquires, of the third part; *Witneſſeth*, That whereas the ſaid *W. G. J. W.* and *J. C.* by their Indenture of Bargain and and Sale bearing date with theſe made between them the ſaid *W. G. J. W.* and *J. C.* of the one part, and the ſaid *R. B.* of the other part, by and with the full conſent and agreement of the ſaid *J. C.* and at and by his ſpecial requeſt and appointment, For the Conſiderations therein mentioned, Have Granted, Bargained, Alienied, Sold, and Confirmed unto the ſaid *R. B.* his Heirs and Aſſigns for ever, All thoſe Meſſuages, Lands, Tenements, &c. [*ut ſupra in Indentur. proxim. precedent.*] *To have and to hold* to him the ſaid *R. B.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *R. B.* his Heirs and Aſſigns for ever abſolutely without any Condition, as by the ſaid recited Indenture of Bargain and Sale amongſt other things more fully appeareth. *Now* the ſaid *W. G. J. W.* and the ſaid *J. C.* for the further and better Security of the ſaid *R. B.* and his Heirs, and more perfect aſſurance of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and other the ſaid Premiſſes with the Appurtenances; in and by the ſaid recited Indentures of Bargain and Sale ſo bargained and ſold (or mentioned to be bargained and ſold or conveyed unto the ſaid *R. B.* and his Heirs in manner and form aforeſaid, for and upon the cauſes

and

and conſiderations in the ſaid recited Indenture of Bargain and Sale mentioned, Do for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them ſeverally and not otherwiſe, nor in no other ſort Covenant and grant to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, in manner and form following, *(that is to ſay)* Firſt, That they the ſaid *W. G. J. W.* and *J. C.* and their Heirs, and the Survivor of them and his Heirs, by and with the full conſent and agreement, and at and by the ſpecial requeſt and appointment of him the ſaid *J. C.* ſhall and will on this ſide and before the Feaſt of *A.* next enſuing after the day of the date hereof, upon the reaſonable requeſt or requeſts of him the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, to be made to them the ſaid *W. G.* and *J. W.* or the one of them, their or the one of their Heirs or Aſſigns, at the only Coſts and Charges of the ſaid *R. B.* his Heirs or Aſſigns, by Fine or Fines, with Proclamations in due form of Law to be levied, Recovery or Recoveries to be had and purſued according to the order and courſe of Common Recoveries, Releaſe or Releaſes of Errors, or otherwiſe, Feoffment or Feoffments, as by the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or his their or any of their Councel learned ſhall be reaſonably deviſed or adviſed, ſo that they the ſaid *W. G. J. W.* and *J. C.* nor any of them, their nor any of their Heirs nor Aſſigns, be not enforced to travel, except it be to the City of *L.* or to *Weſtm.* Hall within the County of *M.* for the making, doing or acknowledging of any ſuch ſaid Conveyance or Conveyances, Aſſurance or Aſſurances aforeſaid, Aſſure and Convey unto them the ſaid *J. E.* and *G. L.* and to the Heirs of the ſaid *J.* or to the Survivor and Survivors of them and the Heirs of the Survivor of them, All thoſe Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances heretofore purchaſed or had by the ſaid *W. G.* and *J. W.* of the ſaid *R. W.* and *T. W.* called *G.* ſcituate, lying and being in *B.* in the Pariſh of *L.* in the ſaid County of *L.* commonly called or known by the Name of *B.* and now or late in the Tenure or Occupation of *T. W.* Son and Heir apparant of the ſaid *R. W. R. T. R. C. H. H. R. F.* Sir *G. G.* late deceaſed, *J. A.* and *G. H.* their Aſſignee or Aſſigns, or the Aſſignee or Aſſigns of any of them, being of the ancient yearly Rent of 8 l. or thereabouts, and likewiſe alſo all and ſingular Moors, Moſſes, Commons, Waſte grounds, and other Profits and Commodities whatſoever to the ſaid Meſſuages, Lands, Tenements, and other the ſaid laſt recited Premiſſes, and every or any of them belonging or appertaining, and with the ſame uſually and of right occupied, demiſed, or letten, or accepted, reputed, taken or know as part, member, or parcel thereof. *And* for the better declaration of the Uſe, Uſes, and purpoſe of ſuch ſaid Fine and Fines, Recovery and Recoveries, and Feoffment or Feoffments ſo to be had, made, acknowledged or ſuffered of the ſaid Premiſſes as aforeſaid, It is Covenanted, Granted, and Agreed by and between all the ſaid parties to theſe Preſents. And the ſaid *W. G. J. W.* and *J. C.* for themſelves and every of them, their and every of their Heirs, Executors, Adminiſtrators, and Aſſigns, do condeſcend and agree to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, and the true intent

Covenant to levy a Fine, &c.

Declaration of Uſes, &c.

and meaning of the ſaid parties to theſe Preſents is, That the ſaid Fine and Fines, Recovery and Recoveries, Feoffment and Feoffments to be levyed, acknowledged, or made of the ſaid Premiſſes, or any part or parcel thereof, according to the effect, purport, and meaning of the Covenant and Agreement aforeſaid: And alſo the Eſtate, Right, Title, Intereſt, and Poſſeſſion of them the ſaid *J. E.* and *G. L.* and their Heirs, and of the Survivor and Survivors of them, and his and their, and every of their Heirs, of, in, and to the ſaid laſt recited Premiſſes ſo before covenanted to be aſſured by Fine, Recovery, or other Aſſurance as aforeſaid, and every part and parcel thereof ſhall be. *And alſo* that they the ſaid *J. E.* and *G. L.* and their Heirs, ſhall ſtand, continue, and be ſeiſed of all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Appurtenances, and all other the ſaid Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, before, in and by theſe Preſents, covenanted, to be conveyed or aſſured by Fine, Recovery or Feoffment, unto them the ſaid *J. E.* and *G. L.* in manner and form aforeſaid, to the ſeveral uſes, Intents purpoſes, Agreements, limitations, proviſoes and Conditions hereafter in theſe Preſents expreſſed, mentioned and declared, and to no other uſe, intent or purpoſe. *That is to ſay*, of and in all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and all other the ſaid Premiſſes, with the Appurtenances before, in and by theſe Preſents, covenanted or mentioned to be granted, conveyed or aſſured by Fine, Feoffment or Recovery as aforeſaid, to and for the only uſe and behoof of him the ſaid *J. C.* and of his Heirs and Aſſigns, for and during all ſuch only time and term, and ſo long as he the ſaid *R. B.* his Heirs and Aſſigns, ſhall or may lawfully, quietly and peaceably have, hold occupy and enjoy all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, in and by the ſaid recited Indenture, unto the ſaid *R. B.* bargained and ſold, or mentioned to be bargained and ſold as aforeſaid, without any lawful eviction, expulſion, ejection, or recovery of the ſaid *R W.* and of the ſaid *T. W.* their or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming in by, from or under them, or any of them, or by reaſon or means of any Act or Deed ſuffered, knowledged, done by them or any of them, or by their, or any of their means or procurement, or by *R. W.* late deceaſed, or by his means or procurement. *And* from, and after ſuch eviction, expulſion, ejection, recovery or Execution had of, or againſt the ſaid *R. B.* his Heirs or Aſſigns, or any of them, out of, or from the ſaid bargained or mentioned to be bargained Meſſuages, Lands, Tenements, Rents, Reverſions and Hereditaments, or any of them, without fraud or covin, That then, and from thenceforth the ſaid Fine and Fines, Recovery or Recoveries, Feoffment or Feoffments whatſoever, ſo before covenanted to be had, acknowledged, levied or made of the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments called or known by the name of *G.* aforeſaid, and of other the ſaid Premiſſes before, in and by theſe preſents covenanted to be conveyed or aſſured, by Fine, Recovery, Feoffment or Feoffments, as aforeſaid, in form aforeſaid, and the execution thereof ſhall be. *And alſo*, that they the ſaid *J. E.* and *G. L.* and their Heirs, and the Survivor and Survivors of

To the uſe of the Conuſor and his Heirs, until other Lands by him formerly ſold be victed or revered from the Bargainee.

And after the other Lands ſold by the Conuſor be evicted from the Bargainee, then to the uſe of the Bargainee and his Heirs for ever.

of them, his, and their Heirs ſhall ſtand and be ſeiſed of, and in all, and ſingular the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, called or known by the name of *G.* aforeſaid, and of all other the ſaid Premiſſes in and by theſe Preſents covenanted to be conveyed or aſſured as aforeſaid, and alſo all and every part and parcel thereof, to the only ſole and proper uſe and behoof of him the ſaid *R B.* his Heirs and Aſſigns for ever, and to no other uſe, intent, purpoſe, or meaning in any wiſe. *And likewiſe* for the further Security of the ſaid *R. B.* and for the better aſſurance as well of the ſaid Meſſuages, Lands, Tenements and Hereditaments, called *S*, and other the ſaid recited Premiſſes, ſo bargained and ſold as aforeſaid, as alſo of the ſaid Meſſuages, Lands, Tenements and Hereditaments, called *G.* aforeſaid; ſo before, in and by theſe Preſents covenanted to be conveyed and aſſured unto the ſaid *R. B.* It is further covenanted, granted, and fully agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid *W G.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth ſeverally covenant and grant, to, and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to, and with every of them by theſe Preſents, in manner and form following, (*That is to ſay*) *Firſt*, That they, the ſaid *W. G.* and *J. W.* or the one of them, notwithſtanding any Act done, or to be done by him the ſaid *W.G.* the day of the enſealing, and delivery of theſe Preſents, (all former Eſtates and Aſſurances, heretofore made, ſealed, or delivered by them the ſaid *W.G.* and *J.W.* unto the ſaid *J.C.* or unto any other perſon or perſons, to his uſe, or by his conſent or direction, ever excepted and forepriſed) are, and at the ſealing and delivery of the ſaid recited Indentures of Bargain and Sale, were (except before excepted) the very true and lawful Owner or Owners of all, and ſingular the ſaid Meſſuages, Lands, Tenements, and Premiſſes, with the Appurtenances, called *S.* ſo formerly bargained and ſold, or mentioned or intended to be bargained and ſold, in and by the ſaid recited Indenture of Bargain and Sale as aforeſaid; and alſo of all and ſingular other the ſaid Meſſuages, Lands, Tenements and Premiſſes, with the Appurtenances, ſet, lying and being in *B.* aforeſaid, before, in, and by theſe preſents covenanted to be aſſured or conveyed in Uſe, by Fine, or otherwiſe, as aforeſaid, and of every part and parcel thereof. *And further* alſo, that he the ſaid *W. G.* his Heirs and Aſſigns, and every of them, ſhall at all times from henceforth, and from time to time, acquit and diſcharge, or otherwiſe ſave and keep harmleſs as well the ſaid *R. B.* as alſo all the ſaid Meſſuages, Lands, Tenements, and Hereditaments, called by the name of *S.* and alſo all the ſaid Meſſuages, Lands, Tenements and Hereditaments called by the name of *G.* and all other the ſaid Premiſſes before mentioned, to be Bargained and Sold, or covenanted to be conveyed in uſe as aforeſaid, with the Appurtenances, and every part and parcel thereof, of and from all former Bargains, Sales, Joyntures, Dowers, Titles of Dower, Statutes, Judgements, Recognizances, Executions, Rent-Charges, Arrearages of Rents, Forfeitures, and all other Charges and Incumbrances whatſoever, had, made, or done at any time before the ſealing and delivery of theſe preſents, by him the ſaid *W. G.* or by any other perſon or perſons lawfully claiming from, by, or under him in any wiſe. The Rents and Services heretofore due, or hereafter to be due to the chief Lord

A Covenant, That W. G. and J. W. or the one is lawful Owner of the Lands, to be conveyed by Fine, &c. and of Lands formerly ſold by Bargain and Sale &c.

Covenant to diſcharge the Bargainee and Lands of Incumbrances.

Exceptions of chief Rent and Uſes.

or Lords of the Fee or Fees thereof, (and all Leaſes for term of 21 years, 3 lives, or under, heretofore made of the Premiſſes, or any part thereof, before the Day of the enſealing and delivery hereof, whereupon the old accuſtomed yearly Rents and Services are reſerved and yearly payable, during the continuance of ſuch Leaſe or Leaſes. And alſo the ſaid recited Indenture of Bargain and Sale, ſo made of the ſaid Premiſſes, by the ſaid W. G. J.W. and *J.C.* unto the ſaid *R. B.* as aforeſaid, and all the Eſtates and Aſſurances heretofore by him the ſaid W.G. made, ſealed, or delivered unto the ſaid *J.C.* or to any other perſon or perſons to his uſe, or by his conſent or direction, or any thing done by the ſaid *C* or his Aſſigns, by force or virtue of the ſaid Deed only excepted and fore-prized. And furthermore alſo, That he the ſaid W.G. his Heirs and Aſſigns, and every of them, ſhall and will from time to time, and at all times hereafter, during the ſpace and term of 3 years, now next enſuing the Day of the date hereof, do, make, acknowledge, ſuffer and execute, or cauſe to be made, done, acknowledged, ſuffered, and executed, all and every ſuch further and other Act and Acts, Thing and Things, Aſſurance and Conveyances whatſoever, as by the ſaid *R B.* his Heirs and Aſſigns, or his or their Counſel learned, ſhall be from time to time reaſonably deviſed or adviſed, for the further and better aſſurance, ſurety, and ſure making of all and ſingular the Premiſſes, *that is to ſay*, of all the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances called *S.* unto the ſaid *R. B.* his Heirs and Aſſigns for ever, according to the effect and true meaning of the ſaid recited Indenture of Bargain and Sale: And alſo of all the ſaid Meſſuages, Lands, Tenements, and Hereditaments with the Appurtenances in *B.* aforeſaid, to the ſaid *J. E.* and *G. L.* and their Heirs, or to the Survivor or Survivors of them, and his or their Heirs, to and for the uſes, before in and by theſe preſents thereof limited, expreſſed and declared, be it by Fine, Feoffment, Common Recovery, Inrollment of the ſaid recited Indenture of Bargain and Sale aſore-mentioned, Releaſe with Warranty, againſt him the ſaid W.G. and his Heirs only (except before excepted) or otherwiſe, without Warranty, or by all the ſaid means or wayes, or any of them, at the only coſts and charges of the ſaid *R B.* his Heirs or Aſſigns; ſo that the ſaid W.G. be not compelled to travel from the place of his then aboad, except it be to the City of *L.* or to *Weſtminſter*-Hall, for the doing thereof. And in like manner, the ſaid *J. W.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth ſeverally covenant and grant, to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, in manner and form following, (*That is to ſay*) *Firſt*, That they the ſaid J W. and W.G. or the one of them, notwithſtanding any Act done or to be done by him the ſaid J.W. the Day of &c. [the like Covenant, that they are true Owners of the Lands, &c. ut *ſupra* (a) *mutatis mutandis*, &c. And further alſo, That the ſaid J. W. his Heirs and Aſſigns &c. ſhall acquit and diſcharge &c. the ſaid *R. B.* &c. *ut ſupra* (b) *mutatis mutandis*, &c.] And further alſo, That the ſaid J. W. his Heirs and Aſſigns, and every of them, ſhall and will from time to time &c. do, make, acknowledge, ſuffer, &c. *mutatis mutandis*, &c. And further alſo, The ſaid *J.C.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant

Covenant for further Aſſurance.

(a) *A like Covenant, That J.W. and W.G. are lawful Owners of the Land*, ut ſupra.

(b) *A like Covenant to diſcharge the Lands of Incumbrances* &c. ut ſupra.

Further Aſſurance, ut ſupra.

nant and grant, to and with the ſaid *B. R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, &c. That he the ſaid *J.C.* &c. ſhall acquit &c. the ſaid *R. B.* and all the ſaid Meſſuages, &c. *ut ſupra*, of all Incumbrances &c. *ut ſupra, mutatis mutandis*, the Rents and Services to the chief Lords and the Indenture of Bargain and Sale made of the Premiſſes by *W. G.* & *W.* and *J.C.* to the ſaid *R.B.* as aforeſaid, only excepted and foreprized. And further alſo, That he the ſaid *J. C.* his Heirs and Aſſigns, and every of them &c. ſhall and will from time to time &c. during the ſpace and term of one year now next enſuing the Day of the date hereof, do, make, acknowledge, &c. *ut ſupra, mutatis mutandis.* And the ſaid *J. C.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further covenant and grant to and with the ſaid *R. B.* his Heirs, Executors, and Aſſigns, and every of them by theſe Preſents, That he the ſaid *J.C.* his Heirs or Aſſigns, ſhall from time to time hereafter, within 2 moneths next after lawful Demand, to him, them, or any of them, to be made by the ſaid R. *B.* his Heirs, Executors, or Aſſigns, deliver or cauſe to be delivered unto the ſaid R. *B.* his Heirs, Executors, or Aſſigns, or ſome of them in *G.* in the County of *M.* all ſuch Deeds, Evidences, Eſcripts, Writings, and Miniments, concerning all or any the ſaid Premiſſes before mentioned, or any part or parcel thereof, which now are, or at the time of ſuch requeſt ſo to be made, ſhall be in the cuſtody or poſſeſſion of him the ſaid *J. C.* or in the cuſtody and poſſeſſion of any other perſon or perſons to his uſe, or which he the ſaid *J. C.* may lawfully come by, obtain, or get, without Suit in Law. And whereas they the ſaid R. W. and *T.* W. Son and Heir apparant of the ſaid R. late Owners and Inheritors of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments afore mentioned, to have been bargained and ſold, and otherwiſe conveyed in uſe as aforeſaid, and from whom they the ſaid W. G. and J. W. have and do claim the ſame Premiſſes, as by the Conveyance thereof unto them made more fully may appear, before the time of the making of ſuch ſaid Conveyance unto them, the ſaid W. G. and J W. as aforeſaid, by their Recognizances or Writing Obligatory, in the nature of a Statute-Staple, bearing date the &c. made according to the Statute provided for the recovery of Debts, taken, ſealed, and acknowledged, before Sir *C. VV.* late Lord Chief Juſtice of *England*, did become firmly holden and bounden, and yet do ſtand firmly holden and bounden unto one *VV. S.* of *C.* in the County of *C.* Gent. in the Sum of 600 l. of lawful money of *England*, payable unto him the ſaid *VV. S.* his Executors, Adminiſtrators, or Aſſigns, at a certain Day or Feaſt in the ſaid Recognizance or Writing Obligatory mentioned, and long ſince expired, as by the ſaid Recognizance or Writing Obligatory thereof made, more plainly and at large it doth and may appear: Which Statute, Recognizance, or Writing Obligatory, is now remaining in the hands and cuſtody of the ſaid *J. C.* and who pretendeth to have the full and principal Diſpoſition and ordering thereof. *Now* the ſaid *J. C.* for the better Indempnity and ſaving harmleſs of the ſaid R. B. his Heirs and Aſſigns, as alſo all the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, and every part and parcel thereof, and for and upon the Conſiderations aforeſaid, for himſelf, his Heirs,

To diſcharge the Lands of Incumbrances, &c. ut ſupra.

Further Aſſurance.

To deliver the Evidences by a day certain.

If the Lands ſold be extended, and delivered upon the Liberate, *the Bargainor ſhall cauſe them to be aſſigned to ſuch as the Bargainee ſhall appoint during the Extent.*

Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, grant, conclude, condeſcend, and fully agree, to and with the ſaid R. *B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, That if the ſaid Meſſuage, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments before mentioned, to have been bargained and ſold, or otherwiſe before covenanted, to be conveyed in uſe as aforeſaid, or any of them, or any part or parcel thereof, at any time or times hereafter, ſhall be extended by force or virtue of the ſaid Recognizance, Writing Obligatory, or Statute-Staple aforementioned, for or towards the levying or ſatisfying of the ſaid Sum of 600 l. or any part or parcel of the ſame; That then from and after ſuch Extent had, and upon the *Liberate* ſued forth and executed, that he the ſaid *J. C.* ſhall upon the reaſonable requeſt, and at the coſts and charges of the ſaid R. *B.* his Executors or Aſſigns, cauſe and procure all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and other the ſaid Premiſſes, with the Appurtenances called by the name of *S.* which ſhall be ſo extended, and the *Liberate* thereupon had, to be aſſigned and aſſured to ſuch perſon or perſons, as ſhall be named or appointed by the ſaid R. *B.* his Executors, Adminiſtrators, or Aſſigns, for and during all ſuch time and term as the ſaid Lands ſhall be ſo extended, or delivered in Extent as aforeſaid: And ſhall further likewiſe cauſe and procure all and ſingular the ſaid other Meſſuages, Lands, Tenements, and Hereditaments, and other the ſaid Premiſſes, with the Appurtenances in *B.* aforeſaid, to be likewiſe aſſigned and aſſured unto the ſaid *J. E.* and *G. L.* or to the Survivor or Survivors of them, their, or ſome of their Executors, Adminiſtrators, or Aſſigns, for and during all ſuch time and term, and for all ſuch term as the ſame Lands, ſhall be ſo extended, or delivered in Extent as aforeſaid, as Aſſignees in truſt and confidence, to ſuch uſe, intent, and purpoſe, that the ſaid *J. C.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may receive, perceive, and take all the Iſſues, Profits, and Commodities of the ſame, for and during, and ſo long as the ſame Extent ſhall endure; and ſo long as he the ſaid R. *B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and may lawfully, quietly and peaceably, without Fraud or Covin, have, hold, occupy, and enjoy, the ſaid recited Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, called by the name of *S.* ſo formerly bargained and ſold, or mentioned to be bargained and ſold as aforeſaid, without any unlawful, covinous or fraudulent Eviction, Expulſion, or Ejection thereof, or of any part as aforeſaid; And thereof by and immediately after ſuch time, as he the ſaid R. *B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall be ſo lawfully, and without Fraud and Covin, evicted, expulſed, or put out of the ſaid Premiſſes called *S.* or any part or parcel thereof; That then and from thenceforth, they the ſaid *J. E.* and *G. L.* and their Executors and Adminiſtrators, and the Survivor of them, and the Executors of the Survivor of them, ſhall be and continue Aſſignees in Truſt, of and in all and ſingular the ſaid Meſſuages, Lands, and Premiſſes, called *G.* or *B.* ſo extended, to be extended to ſuch uſe and purpoſe, That he the ſaid R. *B.* his Heirs, Executors, Adminiſtrators,

ſtrators, and Aſſigns, ſhall and may in like manner, lawfully, quietly, and peaceably, have, hold, occupy, and enjoy all the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, called by the name of *G.* in *B.* for and during all ſuch time and term, and for all ſuch term as the ſaid Lands ſhall be ſo extended, or delivered in Extent, as aforeſaid. And laſtly, *whereas* in part of Aſſurance of all and ſingular the ſaid Premiſſes unto them the ſaid *W. G.* and *J. W.* and their Heirs, from them the ſaid *R. W.* and *T. W.* certain Indentures of Bargain and Sale, bearing date the 4th Day of *M.* in the 32 year of his Majeſties ſaid Reign, were made by and between them the ſaid *R. W.* and *T. W.* of the one part, and the ſaid *W. G.* and *J. W.* of the other part; In and by which Indentures, there be divers Warranties, Covenants, Grants, Articles, Clauſes, Matters, and Agreements contained; which upon the part and behalf of them the ſaid *R. W.* and *T. VV.* and either of them joyntly and ſeverally, are and ought to be performed and kept. *Now* the ſaid *W. G.* and *J. W.* for the further ſecurity of the ſaid *R. B.* and alſo for and upon the Cauſes and Conſiderations aforeſaid, have granted, aſſigned, and ſet over, and by theſe preſents, for themſelves, and either of them, their and either of their Heirs, Executors, Adminiſtrators, and Aſſigns, do grant, aſſign, and ſet over unto the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, as well the ſaid laſt recited Indentures of Bargain and Sale made of all the ſaid Premiſſes, by the ſaid *R. W.* and *T. VV.* unto the ſaid *VV. G.* and *J. VV.* as aforeſaid: As alſo all the ſaid Covenants in the ſaid laſt recited Indenture of Bargain and Sale mentioned and contained: And alſo all the profit, benefit, and effect of the ſame, and every of them, which now is due, or hereafter ſhall or may come, ariſe, or grow by force, or upon all or any the ſaid Covenants, or by the non-performance of the ſame. And for the better ſtrengthning of the ſaid Grant ſo made, of the ſaid Indentures, Covenants, Grants, Articles, Agreements, and Premiſſes, ſo contained in the ſaid Indentures, they the ſaid *W. G.* and *J. VV.* for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, have Conſtituted, Ordained, Deputed, and in their place put, and by theſe Preſents do Conſtitute, Ordain, Depute, and in their place put him the ſaid *R. B.* their true, lawful and irrevocable Attorney. And further alſo, do Covenant, grant, promiſe, and fully agree, ſeverally for themſelves, their ſeveral Heirs, Executors, and Aſſigns, and not otherwiſe, to and with the ſaid *R. B* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, That it ſhall and may be lawful to and for the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, Deputy or Deputies, Attorney or Attorneys, Aſſignee or Aſſignees, and every of them, at all or any time or times hereafter, and from time to time, at his and their free will and pleaſure, for and in the name of them the ſaid *W. G.* and *J. VV.* and the Survivor of them, his Executors, Adminiſtrators, and Aſſigns, and to the only uſe and behoof of him the ſaid *R. B.* his Heirs and Aſſigns, and at the only proper Coſts and Charges of

Aſſignments of Covenants by the Bargainor unto the Bargainee.

A Letter of Attorney to ſue the Covenantors.

of him the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, lawfully to Arreſt, Sue or Implead the ſaid *R. W.* and *T. W.* or either of them, their or either of their Heirs, Executors, or Adminiſtrators, and all and every perſon and perſons needful and as the Law ſhall permit, and to commence, proſecute and follow any lawful Proceſs, Suit, Action, Plaint, or Plea in any Court or Courts whatſoever, and before any Judge or Judges whatſoever againſt them and every or any of them, for and upon the ſaid Indenture of Bargain and Sale ſo by the ſaid *R.* and *T. W.* unto the ſaid *W. G.* and *J. W.* ſo made as aforeſaid, and for or upon all or any the Covenants, Grants, Articles, Warranties, or Agreements therein contained; or for or upon any breach, or for the not performance of any Covenant or Agreement in the ſaid Indenture contained. *And further* likewiſe thereupon to declare and plead any Plea or Pleas, and to proceed unto, and joyn any Iſſue or Iſſues, and thereupon to pray Judgement and Judgements, and to ſue forth and take all lawful Execution and Executions, Extent and Extents whatſoever, for and in the name of them the ſaid *W. G.* and *J. W.* and of the Survivor of them, his and their Heirs, Executors, Adminiſtrators or Aſſigns, in as large, ample and beneficial manner and form as the Law will permit or ſuffer. And further alſo, The ſaid *W. G.* for himſelf, his Heirs, Executors, Admiſtrators, and Aſſigns, and every of them, doth Covenant, Grant, Condeſcend and fully Agree to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, That he the ſaid *W. G.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and will from time to time, and at all and every time and times hereafter at the requeſt and only Coſts and Charges of the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, Avow, juſtifie, and maintain all and ſingular ſuch ſaid lawful Arreſts, Suits, Proceſs, Actions, Plaints Pleas, Iſſues, Judgements, Executions, and Extents, ſo to be had, made, commenced, proſecuted, followed, prayed, or taken as aforeſaid. And alſo, That the ſaid *W. G.* his Heirs, Executors, Adminiſtrators, and Aſſigns, nor any of them, ſhall not wittingly or willingly be Nonſuit in any ſuch Action or Actions, Suit or Suits, Plea, Plaint or Proceſs, nor otherwiſe delay, Releaſe, determine, or diſcontinue, or otherwiſe make fruſtrate or void any ſuch Suit, Proceſs, Action, Plaint, Plea, Iſſue, Judgement, Execution or Extent whatſoever, or any the Proceſs or Proceedings before by theſe Preſents intended or ſpecified, to be thereupon taken or purſued, nor otherwiſe ſhall not, nor will not, by any wayes or means whatſoever diſagree unto, revoke, or countermand the ſame in any wiſe. And further alſo, That he the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and may from time to time, and at all time and times hereafter levy, take, receive, have, hold, poſſeſs and enjoy to his and their ſole, only, and proper uſe and behoof, all and ſingular Sum and Sums of Money, Lands, Tenements, Hereditaments, Goods, Chattels, Advantage, Profits and Commodities whatſoever, which at any time or times hereafter ſhall be lawfully had, levied, extended, adjudged, or recovered by any lawful way or

To avow the Suits, Proceſs, &c.

Not to Nonſuit or Releaſe, &c.

That the Aſſignee and his Heirs ſhall take all the benefit of the Covenants, &c. by ſuit, &c.

or matter whatsoever, by or upon the said Indenture of Bargain and Sale so made by the said *R.W.* and *T.W.* unto the said *W.G.* and *J.W.* as aforesaid, or by or upon any Covenant, Grant, Article, Warranty, Clause, Sentence, Matter, Agreement or thing therein contained, or for or upon the breach or non performance of the same or any of them, or of any part or parcel thereof, or by or upon any other matter or thing in these Presents contained; and which they the said *W.G.* and *J.W.* their Heirs, Executors, Administrators or Assigns, or any of them, shall, should, ought, might or may receive or take in Law or Equity. And further also, That the said *W.G.* his Heirs, Executors, Administrators, and Assigns, shall at all times hereafter upon reasonable Request to him or them to be made by the said *R.B.* his Heirs, Executors, or Assigns, make, do, and suffer to be done, unto the said *R.B.* his Heirs or Assigns, all such further Grants, Deeds, and Warrants of Attorney irrevocable, and other Assurances in the Law, as by the said *R.B.* his Heirs, Executors, Administrators, or Assigns, or any of their Councel learned shall be reasonably devised for the further and better assuring, assigning passing and granting of the said Indenture, and the Covenants, Grants, and Warranties therein contained, and of all such Sums of Money, Lands, Tenements, Goods and Chattels of any person and persons whatsoever, and all their Profits and Commodities which shall be extended, recovered, taken or had in Execution, or otherwise come, grow, or be, by or upon any such Suit, Judgement or Execution to be had or given, by or upon the said Covenants or Warranties aforementioned; So that the said *W.G.* his Heirs, Executors, and Assigns, or any of them shall not be inforced for the doing thereof, to Travel from the place of his then abode. And further also, That he the said *R.B.* his Heirs, Executors, Administrators, and Assigns, and every of them, shall and may have full power and lawful authority by virtue of these Presents, in the Name or Names of the said *W.G.* his Heirs, Executors, or Assigns, or any of them, at their Wills and Pleasures to Release, Discharg, Compound or Agree with any person or persons to whom it shall appertain, or be thought expedient or needful, of, for or concerning any such breach of Covenant or Warranty, or for or concerning any such Suit, Plea, Plaint, Judgement, Execution or Extent, thereupon to be sued, had or taken; or for or concerning any Sum or Sums of Money, Debt, Duty, Benefit, Execution, Extent, Advantage, Profits and Commodity whatsoever of the said Warranty, Covenants, or the breach thereof, and of every or any of them; and of, for or concerning any other the Premisses before by these presents lastly Covenanted, Promised, Agreed, Assigned, Set over, or authorized to be levied, taken, or raised thereupon in any wise. And further also, He the said *W.G.* for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, doth Covenant, grant, conclude, condescend, and fully agree, to and with the said *R.B.* his Heirs, Executors, Administrators, and Assigns, and to and with every of them by these Presents, That the said Indenture of Bargain and Sale so made by the said *R.W.* and *T.W.* unto the said *W.G.* and *J.W.* as aforesaid, nor otherwise all nor any the Warranties, Covenants, Grants, Articles and Agreements therein contained or mentioned at the time of the ensealing and delivery hereof, are not nor is not by him the

To make further Assurance, &c.

That the Assignee may Release &c. any breach of Covenant, Suit, &c.

That the Indenture and Covenants, &c. Assigned, are not released or discharged by the Assignor &c.

the ſaid *W.G.* nor by any other, by his conſent or to his knowledge releaſed, diſcharged, or made void. And further alſo, That he the ſaid *W.G.* his Heirs, Executors, Adminiſtrators, or Aſſigns, nor any of them, ſhall not at any time or times hereafter releaſe, diſcharge or make void the ſaid Indentures of Bargain and Sale ſo made by the ſaid *R. W.* and *T. W.* unto them the ſaid *W. G.* and *J. W.* as aforeſaid, nor otherwiſe any the Covenants, Grants, Articles or Agreements therein contained, which upon the part or behalf of them the ſaid *R. W.* and *T. W.* or either of them, were or are to be performed, nor any the Vigor or Effect of the ſame, or any benefits, profits, or commodities which ſhall or may come, ariſe or grow by force or upon the ſame, except he be thereunto required by the ſaid *R. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or otherwiſe compelled by the Order of ſome Court of Equity. *Neither* that any perſon or perſons by the Aſſent, Aſſignment or Conſent of him the ſaid *W. G.* his Executors, Adminiſtrators, or Aſſigns, other than the ſaid *R. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Aſſignee or Aſſignees, Deputy or Deputies authorized, ſhall commence or proſecute any Action or Actions, Suit or Suits, Plea or Plaint, or attempt, take, or uſe any courſe or remedy for by or upon the ſaid Indenture of Bargain and Sale, or any the Covenants, Grants, Articles or Agreements therein contained againſt them the ſaid *R. W.* and *T. W.* or either of them, their or either of their Heirs or Aſſigns, or their or either of their Goods, Chattels, Lands, Tenements, or Hereditaments, or any other perſon or perſons claiming or holding in by or under the Right and Title of them or either of them; nor otherwiſe ſhall have, enjoy, take challenge or demand to his or their own uſe and benefit, debt or profit of for touching or concerning the ſaid Warranties, Covenants, Grants, Articles or Agreements, or any of them, nor any benefit, profit or commodity which ſhall or may come, ariſe or grow by force or upon the ſame without the ſpecial Licenſe, Agreement, Conſent, or Appointment of the ſaid *R. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them. And in like manner the ſaid *J. W.* for himſelf, &c. doth covenant, grant, conclude, condeſcend, and fully agree to and with the ſaid *R. B.* his Heirs, &c. (*viz.*) the like Covenants from to upon the part of *J. W. mutatis mutandis*. Provided always, And the ſaid *R. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth Covenant, grant, conclude, condeſcended, and fully agree to and with them the ſaid *W. G.* and *J. W.* their Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and will from time to time, and at all and every time and times hereafter exonerate, indemnifie, ſave and keep harmleſs as well them the ſaid *W. G.* and *J. W.* as alſo all their and every of their Lands, Tenements, Goods and Chattels, of and from all and all manner of Suits, Charges, Coſts, Fines, Amerciaments, Judgements, Executions, Damages and Loſſes whatſoever, which they the ſaid *W. G.* and *J. W.* or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall be put unto, or which ſhall be impoſed, taxed, charged or had againſt them or any of them, by, upon, by reaſon, or in reſpect of any ſuch Arrel,

That the Aſſignor ſhall not Releaſe, &c. the Covenants, &c.

That none ſhall ſue the Covenants, &c. but only the Aſſignee his Heirs, Executors, &c.

Covenant, That the Grantee ſhall acquit the Grantors of all Charges, &c. hereafter to be Commenced, &c.

Arreſt, Suit, Plea, Proceſs, Proceeding, Judgement, Extent, or Execution to be had, attempted, commenced, proſecuted or followed by him the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or by their or any of their Deputy or Deputies, Attorney or Attornies, lawfully authorized for or in the name or names of them the ſaid *W. G.* and *J. W.* their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them in any wiſe. In Witneſs whereof, &c.

Heſketh,
Davenport,

A Covenant for Conveyance of Lands by Leaſe ſurrender Coppy of Court-Roll or otherwiſe.

AND the ſaid *T. C.* and *J. C.* do Covenant and Grant, and either of them for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant, promiſe and grant, to and with the ſaid *G. H.* his Executors, and Adminiſtrators by theſe Preſents, That the ſaid *T. C.* and *J. C.* and their Heirs, ſhall and will at the reaſonable requeſt of the ſaid *G. H.* his Executors or Aſſigns, on this ſide or before the Feaſt-day of St. *J.* next coming after the date hereof, ſufficiently Convey and Aſſure by Indenture of Leaſe, Surrender, Copy of Court-Roll or otherwiſe, as ſhall be reaſonably and lawfully deviſed, adviſed, or required by the ſaid *G. H.* his Executors, Adminiſtrators, or Aſſigns, or by his or their Learned Councel in the Law, or any of them, All thoſe their, or either of their Meſſuages, Cottages, Lands, Tenements, Feeding Paſtures and Hereditaments whatſoever, with their Appurtenances, ſituate, lying and being in *S.* in the County of *L.* or elſewhere within the Parish of *P.* in the ſaid County, with all Heriots, Suits, Services, Profits, Commodities, Rents, Duties, and Emoluments whatſoever thereunto belonging or appertaining, *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all other the Premiſſes with their Appurtenances unto the ſaid *G. H.* his Executors and Aſſigns, from the ſaid Feaſt day of St. *J.* next enſuing the date hereof, unto the full End and Term of 21 years from thence next enſuing and fully to be compleat and ended, without any Rent or Conſideration therefore to be yeilded or paid during the ſaid Term; (the Rents, Services, and Cuſtoms to be due to the Kings Majeſtie, his Heirs and Succeſſors for the Premiſſes, only excepted.

the ſaid *W.G.* nor by any other, by his conſent or to his knowledge, releaſed, diſcharged, or made void. And further alſo, That he the ſaid *W.G.* his Heirs, Executors, Adminiſtrators, or Aſſigns, nor any of them, ſhall not at any time or times hereafter releaſe, diſcharge or make void the ſaid Indentures of Bargain and Sale ſo made by the ſaid *R. W.* and *T. W.* unto them the ſaid *W. G.* and *J. W.* as aforeſaid, nor otherwiſe any the Covenants, Grants, Articles or Agreements therein contained, which upon the part or behalf of them the ſaid *R.W.* and *T.W.* or either of them, were or are to be performed, nor any the Vigor or Effect of the ſame, or any benefits, profits, or commodities which ſhall or may come, ariſe or grow by force or upon the ſame, except he be thereunto required by the ſaid *R. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or otherwiſe compelled by the Order of ſome Court of Equity. *Neither* that any perſon or perſons by the Aſſent, Aſſignment or Conſent of him the ſaid *W. G.* his Executors, Adminiſtrators, or Aſſigns, other than the ſaid *R. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Aſſignee or Aſſignees, Deputy or Deputies authorized, ſhall commence or proſecute any Action or Actions, Suit or Suits, Plea or Plaint, or attempt, take, or uſe any courſe or remedy for by or upon the ſaid Indenture of Bargain and Sale, or any the Covenants, Grants, Articles or Agreements therein contained againſt them the ſaid *R. W.* and *T. W.* or either of them, their or either of their Heirs or Aſſigns, or their or either of their Goods, Chattels, Lands, Tenements, or Hereditaments, or any other perſon or perſons claiming or holding in by or under the Right and Title of them or either of them; nor otherwiſe ſhall have, enjoy, take challenge or demand to his or their own uſe and benefit, debt or profit of for touching or concerning the ſaid Warranties, Covenants, Grants, Articles or Agreements, or any of them, nor any benefit, profit or commodity which ſhall or may come, ariſe or grow by force or upon the ſame without the ſpecial Licenſe, Agreement, Conſent, or Appointment of the ſaid *R. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them. And in like manner the ſaid *J. W.* for himſelf, &c. doth covenant, grant, conclude, condeſcend, and fully agree to and with the ſaid *R. B.* his Heirs, &c. (*viz.*) the like Covenants from to upon the part of *J. W. mutatis mutandis*. Provided always, And the ſaid *R. B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth Covenant, grant, conclude, condeſcended, and fully agree to and with them the ſaid *W. G.* and *J. W.* their Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and will from time to time, and at all and every time and times hereafter exonerate, indemnifie, ſave and keep harmleſs as well them the ſaid *W. G.* and *J. W.* as alſo all their and every of their Lands, Tenements, Goods and Chattels, of and from all and all manner of Suits, Charges, Coſts, Fines, Amerciaments, Judgements, Executions, Damages and Loſſes whatſoever, which they the ſaid *W. G.* and *J. W.* or either of them, their or either of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall be put unto, or which ſhall be impoſed, taxed, charged or laid againſt them or any of them, by, upon, by reaſon, or in reſpect of any ſuch Arrel,

That the Aſſignor ſhall not Releaſe, &c. the Covenants, &c.

That none ſhall ſue the Covenants, &c. but only the Aſſignee his Heirs, Executors, &c.

Covenant, That the Grantee ſhall acquit the Grantors of all Charges, &c. hereafter to be Commenced, &c.

Arreſt, Suit, Plea, Proceſs, Proceeding, Judgement, Extent, or Execution to be had, attempted, commenced, proſecuted or followed by him the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or by their or any of their Deputy or Deputies, Attorney or Attornies, lawfully authorized for or in the name or names of them the ſaid *W. G.* and *J. W.* their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them in any wiſe. In Witneſs whereof, &c.

Heskith,
Davinport,

A Covenant for Conveyance of Lands by Leaſe ſurrender Coppy of Court-Roll or otherwiſe.

AND the ſaid *T. C.* and *J. C.* do Covenant and Grant, and either of them for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant, promiſe and grant, to and with the ſaid *G. H.* his Executors, and Adminiſtrators by theſe Preſents, That the ſaid *T. C.* and *J. C.* and their Heirs, ſhall and will at the reaſonable requeſt of the ſaid *G. H.* his Executors or Aſſigns, on this ſide or before the Feaſt-day of St. *J.* next coming after the date hereof, ſufficiently Convey and Aſſure by Indenture of Leaſe, Surrender, Copy of Court-Roll or otherwiſe, as ſhall be reaſonably and lawfully deviſed adviſed, or required by the ſaid *G. H.* his Executors, Adminiſtrators, or Aſſigns, or by his or their Learned Councel in the Law, or any of them, All thoſe their, or either of their Meſſuages, Cottages, Lands, Tenements, Feeding Paſtures and Hereditaments whatſoever, with their Appurtenances, ſituate, lying and being in *S.* in the County of *L.* or elſewhere within the Pariſh of *P.* in the ſaid County, with all Heriots, Suits, Services, Profits, Commodities, Rents, Duties, and Emoluments whatſoever thereunto belonging or appertaining, *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Hereditaments, and all other the Premiſſes with their Appurtenances unto the ſaid *G. H.* his Executors and Aſſigns, from the ſaid Feaſt day of St. *J.* next enſuing the date hereof, unto the full End and Term of 21 years from thence next enſuing and fully to be compleat and ended, without any Rent or Conſideration therefore to be yeilded or paid during the ſaid Term; the Rents, Services, and Cuſtoms to be due to the Kings Majeſtie, his Heirs and Succeſſors for the Premiſſes, only excepted.

A Covenant to levy a Fine.

THis Indenture made, &c. Between *T. A.* of *H.* in the Parish of *L.* in the County of *M.* Esq; of the one part; and *J. H.* of *C.* Esq; of the other part, Witnesseth, That it is covenanted, granted, condescended and agreed unto by and between the said Parties to these Presents, *And* the said *T. A.* for him, his Heirs, Executors, and Administrators, and for every of them, doth covenant, grant and agree, to and with the said *J. H.* his Executors, Administrators, and Assigns, and to and with every of them by these Presents, That he the said *T. A.* shall and will before the last day of *N.* now next ensuing the Date hereof, before his Majesties Justices of the Court of Common-Pleas at *Westminster* in due form of Law acknowledg and levy to the said *J. H.* and his Heirs, one Fine *Sur Conusanse de droit come ceo qui il ad de son done*, with Proclamations according to the form of the Statute in that case provided, of all that Messuage, Tenement or House called or know by the name of *B.* and 2 Orchards near adjoyning to the said house lying and being in a Street called *M.* in the Parish of *N.* in the County of *K.* And of one Close or parcel of Land, containing by Estimation 2 Acres be the same more or less lying in *N.* aforesaid: And also 2 Fields or parcels of Arable Land lying and being in the Parish of *N.* and *V.* or one of them in the said County of *K.* commonly called or known by the Name or Names of *G.* Fields, containing by Estimation 36 Acres be the same more or less. And also of one piece or parcel of Wood-ground, containing by Estimation 10 Acres of Wood, called *W.* in the Parish of *H.* in the said County of *K.* by such apt Names, quantity, extent, and number of Acres, and in such sort, manner and form, as by the said *J. H.* or his Councel learned in the Law, shall be reasonably devised, advised and required. *And* it is Covenanted, concluded, condescended, and fully agreed by and between the said Parties to these Presents, and their Heirs, That the said Fine so as is aforesaid or in any other sort to be levyed, and all and every other Fine and Fines had or levyed, or to be had or levyed by the said *T. A.* of the Messuages, Lands, Tenements, Hereditaments, and Premisses, or any of them, shall be and enure, and shall be deemed, adjudged, and taken to be and enure; And are hereby declared to be and enure to the proper use and behoof of the said *J. H.* and his Assigns, for and during the term of his Natural life, without Impeachment of Waste other than in House, and from and after his decease, then to the use and behoof of *S. H.* his Wife for her life; and after the decease of them the said *J. H.* and *S. H.* Wife, to the only proper use and behoof of the right Heirs of him the said *J. H.* for ever, and to no other use, intent or purpose whatsoever. *In Witness*, &c.

Covenant,

Covenants, That if any part of the Demiſe be lawfully evicted, that then Recompence to be made to him that oweth it.

AND, That if at any time or times hereafter any perſon or perſons, Body or Bodies Politick or Corporate, ſhall lawfully by Suit in Law, wherein lawful Defence ſhall be made, recover, and evict the ſaid Cloſe of Arable or Paſture-ground lying near the ſaid Common ground or any part thereof, or any Rent-Charge, Rent-Seck, Fee, Annuity or Arrearages thereof, or other Charge going or to be going or iſſuable out of the ſame, or any part thereof from and againſt the ſaid *W. L.* his Heirs or Aſſigns, for or by reaſon of any former Grant, Right, Title or Conveyance whatſoever had, made, moved or granted before the enſealing and delivery hereof,) The Rents and Services according to the Rate of that particular from henceforth to be due to the Chief Lord or Lords of the Fee thereof only excepted and forepriſed;) or if the ſaid Cloſe lying near the ſaid Ground or any part thereof, ſhall at any time hereafter be lawfully extended, put in Execution, charged or incumbred for or by reaſon of any former Bond, Statute-Merchant, Statute-Staple, Recognizance, or other Conveyance or Act heretofore, had, made, ſuffered or knowledged; That then the ſaid *E. C.* his Heirs, Executors, or Adminiſtrators, or one or ſome of them, ſhall within 3 Moneths next after notice and reaſonable Requeſt thereof to be made or given to the ſaid *E. C.* his Heirs, Executors, or Adminiſtrators, at his or their or any of their dwelling houſe or houſes, to recompence, ſatisfie and pay or cauſe to be, &c. at the ſame houſe and houſes the ſame *W. L.* his Heirs or Aſſigns, or ſuch of them as ſhall ſo loſe the ſame or any part thereof, or ſuſtain any Loſs, Damage, or Hinderance, by reaſon of any ſuch Recovery, Eviction, Rent-Charge, Incumbrance or Execution, as aforeſaid, all ſuch Sum and Sums of Money as ſhall and will amount to a full Recompence, Amends, and Satisfaction of the ſaid *W. L.* his Heirs or Aſſigns, as well for all the ſaid Cloſe, or any ſuch part thereof that ſhall be ſo recovered and evicted, and for all the ſaid Rent-Charge, Rent-Seck, Fees, Annuities, Arrearages thereof, and other Charges iſſuable or going out of the ſame Cloſe or any part thereof as is aforeſaid, as alſo of and from all Loſſes, Damages, Ordinances, Coſts, Charges and Expences which ſhall be reaſonably ſuſtained, paid, diſburſed, recovered out, or laid out by reaſon thereof in any manner or wiſe without Fraud, Deceipt, Covin or Colluſion. In Witneſs, *&c.*

COVENANTS.

Covenants *for the ſtaying of a Suit upon an Obligation with Proviſo, That it ſhall not be hurtful to the Obligation.*

THis *Indenture* made, &c. Between *J. H.* Citizen and Gent. of *L.* on the one part and *G. D.* of &c. on the other part; Witneſſeth, That *whereas T. O. J. B.* of &c. and the above named *G. D.* by one Obligation, bearing date &c. ſtand joyntly and ſeverally bounden unto the ſaid *J. H.* in the Sum of 20 l. of &c. with a certain Condition thereupon endorſed, as by the ſame appeareth. Now therefore it is covenanted, granted, and agreed between the ſaid parties by theſe Preſents, And the ſaid *J. H.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *G. D.* and *J. B.* their Executors and Adminiſtrators by theſe Preſents, That he the ſaid *J. H.* his Executors, Adminiſtrators nor Aſſigns, nor any other or others, by his or their Aſſent, Conſent, Means, Privity or Procurement, wittingly or willingly, ſhall, or will do at any time hereafter arreſt, moleſt or trouble the ſaid *G. D.* and *J. B* or either of them, their or either of their Heirs, Executors or Adminiſtrators, or any of them, upon, for or by reaſon of the ſaid Obligation and Sum of 20 l. therein contained, or any part or parcel thereof, nor ſue nor take forth any Proceſſes or Execution upon or by reaſon of the ſame Obligation againſt the ſaid *G. D.* and *J. B.* or either of them, their or either of Heirs, Executors, Adminiſtrators or any of them; nor ſhall at any time hereafter by any colour or means whatſoever levy the ſaid debt or any part thereof, of or upon the Lands, Tenements, Goods, or Chattels of the ſaid *G. D.* and *J. B.* or either of them, their Heirs, Executors, or Adminiſtrators, or any of them; But ſhall ſuſpend and ſtay for doing any ſuch kind of Act, Thing or Matter againſt them or either of them, their or either of their Heirs, Executors, or Adminiſtrators, or any of them, or againſt the Lands, Tenements, Goods or Chattels of them, or any of them, or any part thereof. Provided always, That the aforeſaid Covenant or any thing herein contained, ſhall not be prejudicial to make fruſtrate the ſaid Obligation nor Specialty; But that the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, ſhall and may have his or their Liberty to ſue, levy, or recover the Benefit or Sum of Money therein contained againſt the ſaid *T. O.* his Heirs, Executors, or Adminiſtrators, at his and their Will and Pleaſures, as though theſe Preſents had not been made, any thing, &c. In Witneſs,

&c.

An Indenture of Covenants between an Under-Sheriff and his Deputy.

THis Indenture, made the 10th day of *M.* in the 24 year of the Raign of our Soveraign Lord *C.* 1. by the Grace of God of *England, Scotland, France* and *Ireland* King, Defender, &c. Between *J.C.* of St. *A* in the County of &c. now Under-Sheriff, unto *T.V.* and *C.B.* Aldermen of *L.* and Sheriffs of the said County of &c. of the one part, And *H.C.* of the Parish of &c. and *W.P.* in the County of &c. Gent. of the other part, *Witnesseth*, That *whereas* the said *J.C.* at the special instance and request of the said *H.C.* and *W.P.* which admitted him the said *H.C.* to be one of the Clerks of him the said *J.C.* in the said Office of Under-Sheriff of the said County of &c. *Now* the said *H.C.* and *W.P.* for themselves and every of them severally, and for their and every of their several Heirs, Executors and Administrators, do covenant, promise and grant to and with the said *J.C.* his Executors and Administrators by these Presents, That the said *H.C.* from time to time, and at all times, (for and during all the time that the said *J.C.* shall continue in the said Office of Under-Sheriff to the said Sheriff) shall diligently in his own person serve and attend the said *J.C.* in the Business and Imployments of the said Office, and shall make lawful and sufficient Warrants upon all Writs, Precepts and Process which shall come to his hands, and to and upon all such Writs, Precepts and Process shall make lawful and sufficient Return and Returns; And shall as a Clerk honestly and truly bear and demean himself in the said Office, and well, lawfully, and sufficiently do and perform all other the Businesses incident and appertaining to the said Office of Under-Sheriff of the said County of &c. And shall not willingly commit, do, or suffer to be done any thing which shall or may be prejudicial, or shall tend to the damage or disadvantage of the said *J.C.* or the said Sheriff of &c. or of any of their Executors or Administrators, nor shall make any Warrant directed to any special Bayliff upon any Writ or Process, but by the special direction of the said *J.C.* in Writing under his hand. *And also*, That he the said *H.C.* shall from time to time and at all times hereafter upon demand make a true and just account and payment to the said *J.C.* his Executors and Administrators, of all Fees, Duties, and Sums of Money which he the said *H.C.* shall receive or ought to receive, or which shall come to his hands, which shall be due or accruing to the Sheriff of the said County of &c. or to the said *J.C.* and likewise of all Moneys and other things due to the Kings Majesty, his Heirs or Successors which shall come to the hands of the said *H.C.* by any means whatsoever. *In witness* whereof, the parties abovesaid to these present Indentures Interchangeably have set their hands

Articles indented for the Relinquiſhment of a part of an Executorſhip.

ARticles of Agreement indented, fully agreed and concluded upon the 16th day of *S.* 1652. *Et Anno Regni*, &c. between *A. B.* one of the Executors of the laſt Will and Teſtament of *C. D.* late of &c. deceaſed of the one part, and *L. M.* of *C.* one other Executor of the ſame laſt Will and Teſtament on the other part, as followeth, *viz.*

Imprimis, It is agreed by and between the ſaid Parties to theſe Preſents, That the ſaid *A. B.* his Executors or Adminiſtrators ſhall not any further intermedle in the Execution of the aforeſaid Will. But permit and ſuffer the ſaid *L. M.* his Executors and Adminiſtrators to exerciſe the ſame. Item, That the ſaid *A. B.* his Executors or Adminiſtrators, ſhall not receive, compound for, or diſcharge any of the Debts, ſum or ſums of Money, Goods or Chattels belonging to the Teſtator, without the conſent of the ſaid *L. M.* his Executors or Adminiſtrators; but permit and ſuffer the ſaid *L. M.* his Executors or Adminiſtrators, and every of them, to ſue for, recover, demand and receive, have, take, recover and enjoy the ſame without any Let, Trouble, Hinderance, or Interruption of, or by the ſaid *A. B.* his Executors or Adminiſtrators, or any of them. Item, That the ſaid *A. B.* his Executors and Adminiſtrators, ſhall avow and juſtifie, ſo far as lawfully they may, all ſuch Action, and ſuch as ſhall be lawfully attempted and proſecuted for the recovery of the Premiſſes, or any part thereof. *And*, that he the ſaid *A. B.* his Executors or Adminiſtrators, nor any of them, ſhall not willingly or wittingly do any Act or Thing to barr or hinder the ſaid *L. M.* his Executors or Adminiſtrators in the having and recovering, or obtaining of the Premiſſes, or any part thereof. Item, That he the ſaid *A. B.* his Executors, Adminiſtrators, or any of them ſhall not Claim or Demand any other greater Portion, Legacy or Benefit of, and in the Goods, Money, Chattels, Rights or Debts of the Teſtator, (other than is hereafter in theſe Preſents mentioned) by reaſon of the laſt Will and Teſtament aforeſaid, or the Execution thereof, or any Legacy or thing contained, or otherwiſe. Item, further, That he the ſaid *A. B.* his Executors, Adminiſtrators, or any of them, ſhall and will at all times hereafter, and from time to time, (when and as often, as he or they, or any of them, ſhall be reaſonably required) do, make, knowledge and execute, and ſuffer to be done, made, knowledged and executed, (at the Coſts and Charges of the ſaid *L. M.* his Executors or Adminiſtrators) all, and every ſuch lawful and reaſonable Act or Acts, Thing or Things, Device or Devices whatſoever, for the further and better aſſuring, recovering and obtaining of the Premiſſes, and every, or any part thereof to the ſaid *L. M.* his Executors or Adminiſtrators, as by him the ſaid *L. M.* his

Executors

Executors, Adminiſtrators, ſhall be reaſonably deviſed and required. In Conſideration whereof, it is agreed between the ſaid parties, That the ſaid *L.M.* his Executors, Adminiſtrators, or Aſſigns, ſhall well and truly pay, or cauſe to be paid to the ſaid *A. B.* his Executors, and Aſſigns the Sum of 100 l. of, &c. on the 10th day of &c. and at, or in the, &c. without Fraud or Covin. Item alſo, That he the ſaid the *L. M.* his Executors, and Adminiſtrators, ſhall and will, at all, and every time and times hereafter diſcharge, or upon reaſonable Requeſt made, ſufficiently ſave and keep harmleſs the ſaid *A. B.* his Executors and Adminiſtrators, and every of them, and his and their Lands, Tenements, Goods and Chattels, and every part thereof, as well of, and for all Debts and Sums of Money, due or owing by the ſaid Teſtator at the time of his Deceaſe, and all Legacies given and bequeathed by the ſaid Teſtator, in, and by his ſaid laſt Will and Teſtament, and of, and for all Loſſes, Damages and Charges, which at any time hereafter ſhall or may ariſe, happen and grow unto the ſaid *A.B.* his Executors, or Adminiſtrators, or any of them, by reaſon of any Cauſe, Matter, or Thing whatſoever touching, or in any wiſe concerning the Executorſhip or Execution of the laſt Will and Teſtament aforeſaid. *As alſo*, of, and for all Fines, Amerciaments or Charges, which ſhall in any wiſe happen to come unto, or againſt the ſaid *A.B.* his Executors, or Adminiſtrators, by reaſon of any Action or Actions, Suit or Suits that ſhall be had or proſecuted for the recovery or obtaining of the Premiſſes, or any part thereof. All and ſingular, which Covenants and Agreements, before expreſſed (ſo far as to the parts of the ſaid *A. B.* his Executors, or Adminiſtrators, by the true meaning of theſe Preſents ſhall belong) he, the ſaid *A. B.* doth Covenant, promiſe and grant for him, his Executors, and Adminiſtrators, to and with the ſaid *L. M.* his Executors and Adminiſtrators, by theſe Preſents well and truly to obſerve, perform, and keep in all thing or things, according to the Tenor of theſe Preſents. *And* ſo far as to the parts of the ſaid *L.M.* his Executors or Adminiſtrators, by the true meaning of theſe Preſents ſhall belong; He, the ſaid *L.M.* doth covenant, promiſe and grant for himſelf, his Executors or Adminiſtrators, to, and with the ſaid *A. B.* his Executors and Adminiſtrators, by theſe Preſents well and truly to perform, fulfil and keep in all thing or things, according to the Tenor of of theſe Preſents. In Witneſs whereof, the ſaid Parties to theſe Preſent Articles of Agreement indented, interchangeably have ſet their Hands and Seals, *Even the Day and Year firſt above written.*

An Indenture of Covenants for a Tapſter.

THis *Indenture* made, &c. between *H. W.* Citizen and ſ. of *L.* on the one part, and *W.G.* of *L.* Yeo. on the other part, *Witneſſeth*, That the ſaid *H.W.* for divers good Cauſes and Conſiderations hereafter expreſſed, hath, the day of the Date hereof, accepted, and entertained, and taken the ſaid *W. G.* as his Tapſter, to draw, utter, ſell, and put to Sale all ſuch Beer, Ale and Bread, as ſhall be uttered and ſold within the now dwelling Houſes of the ſaid *H. W.* ſcituate, and being in the Pariſh of St. *B.* in *L.* commonly called or known by the Name or Sign of the *K.* and which ſhall be uttered thereout, and fetched there from, *viz.* For the term of one whole Year, to commence and begin from the day of the Date hereof. *In conſideration* whereof, the ſaid *W.G.* doth hereby for him, his Executors and Adminiſtrators, Covenant and Grant, to, and with the ſaid *H.W.* his Executors and Aſſigns, by theſe Preſents, in manner and form following, (that is to ſay,) That he the ſaid *W.G.* his Executors and Aſſigns, ſhall or will pay, or cauſe to be paid unto the ſaid *H. W.* his Executors and Aſſigns, theſe ſeveral ſums of Money enſuing (that is to ſay,) For every Barrel of the ſaid Beer as ſhall be uttered and ſold as above-ſaid 13 s. 6 d. and for every Barrel of Ale as ſhall be uttered 13 s. and for every dozen of Bread as ſhall be ſold as aforeſaid, and the accounting 13 Loaves to the dozen, and ſo after the ſame Rate for every greater or leſſer quantity. *And* that he the ſaid *W.G.* his Executors or Aſſigns, ſhall or will, at, upon, or before the end of every Fortnight, during the ſpace of one Year, make a true and juſt Reckoning, Accompt, and Satisfaction unto him the ſaid *H.W.* his Executors or Aſſigns, of, and for ſuch, and ſo much Money as ſhall upon every of their Accompts appear to be due and payable unto him, for, and in reſpect of the Premiſſes, according to the Rates aforeſaid. *And* for the better ſatisfaction of ſuch Mony as ſhall grow due to the ſaid *H.W.* his Executors or Aſſigns, for, or concerning the Premiſſes, he the ſaid *W. G.* at, or before the enſealing thereof, hath paid and delivered to the ſaid *H.W. in depoſito*, to remain during the term as aforeſaid, in the Hands of the ſaid *H. W.* the ſum of 6 l. of lawful Money of *England*; The Receipt whereof, the ſaid *H.W.* acknowledgeth accordingly. *And* the ſaid *H.W.* for him, his Executors, Adminiſtrators, or Aſſigns, doth Covenant and Grant, to, and with the ſaid *W.G.* his Executors and Aſſigns, well and truly to find and allow unto him, the ſaid *W.G.* or his Aſſigns (which ſhall be employed, in his abſence, in the Premiſſes) ſufficient Meat, Drink, and Lodging, during the ſaid term of one Year. That further, the ſaid *H.W.* his Executors or Aſſigns, ſhall and will, at the end of the ſaid Term, or within 2 dayes then next enſuing, anſwer or repay unto the ſaid *W.G.* his Executors or Aſſigns, at, or in the ſaid Houſe or Inn, the ſaid ſum of 6 l. ſo left *in depoſito* as aforeſaid, or ſo much thereof, as ſhall upon Accompt to be made by and between the ſaid Parties to theſe preſent Indentures, appear

pear to be due to the ſaid *W. G.* his Executors or Aſſigns, for or in reſpect of the Premiſſes, according to the Rates aforeſaid. *Provided always* nevertheleſs, and it is covenanted, conditioned, and agreed by and between the ſaid *H. W.* and *W. G.* and for them, their Executors and Adminiſtrators, that if they or either of them, ſhall at any time or times during the ſpace aforeſaid, miſlike of each other in their dealings, concerning the Premiſſes; That then upon one months warning by each of them, both the ſaid parties ſhall and will make a true and juſt Reckoning to and with the other of them. *And* if it ſhall ſo be, the ſaid *W. G.* have not ſo much Money in his hands of the ſaid *H.* as ſhall ſatisfie the ſum of 6 l. ſo left *in depoſito*, as aforeſaid; that then the ſaid *H. W.* his Executors or Aſſigns, ſhall and will ſatisfie and pay unto the ſaid *W.* his Executors or Aſſigns, ſo much of the ſaid 6 l. as upon their Accompts ſhall juſtly appear to be due to the ſaid *W.* at the end of that month after warning given. **And alſo**, if it ſo be, that the ſaid *W* have more Money in his hands, for and in reſpect of the Premiſſes, as ſhall amount to above the ſaid Sum of 6 l. Then the ſaid *VV.* for him, his Executors and Adminiſtrators doth covenant and promiſe to ſatisfie and pay ſuch overplus of Money to the ſaid *H.* his Executors or Aſſigns, at the end of the moneth, as warning ſhall be given, as upon ſuch their Accompts ſhall appear to be due any thing aboveſaid to the contrary notwithſtanding. **In Witneſs** whereof, the ſaid parties to theſe preſent Indentures, interchangeably have ſubſcribed and ſealed. *Dated the day and year firſt above-written.*

An Indenture for the bringing up, and Education of a Child.

This Indenture made &c. Between *VV. G.* of &c. on the one part, and *E. C.* on the other part, **Witneſſeth**, That *whereas E C.* the day of the date of theſe preſent. (In Conſideration of the performance of Covenants and Charges here under-written, to be born, obſerved and done by the ſaid *VV. S.* his Executors, Adminiſtrators or Aſſigns, in form hereunder appointed) hath given, paid and delivered to the ſaid *W.* the Sum of 20 l. of &c. which 20 l. the ſaid *W. S.* acknowledgeth himſelf to have received of the ſaid *E. C.* to the intent afore rehearſed, *For and in Conſideration* of which ſaid ſum of 20 l. the ſaid *VV. G.* is contented, *And* for him, his Executors and Adminiſtrators, covenanteth and granteth to and with the ſaid *E. C.* his Executors and Adminiſtrators, by theſe Preſents, in manner and form following, that is to ſay; That he the ſaid *VV.* his Executors and Adminiſtrators, ſhall well, honeſtly and virtuouſly Educate, nouriſh and bring up *T. S.* lately in the Cuſtody of *A. C.* Wid. being now of the Age of 9 years or more, and at this preſent, to the Tuition, Order and Governance of the ſame *VV.* by the ſaid *E. C.* and *A.* in ſuch godly and honeſt Exerciſe, as ſhall become a child of his Age, during, and by the full term and ſpace of 6 years, and ſhall at the proper Coſts and Charges of the ſaid *VV. G.* his Executors or Aſſigns,

give and provide, and find to the ſaid *T. S.* during the ſpace aforeſaid, meat and drink, competent and ſufficient, and Cloathing, as Linnen, Woollen, Hoſe, Shooes, Bedding, Waſhing and Wringing, and all other things meet and neceſſary for his Degree. *And* alſo ſhall teach, inform and inſtruct the ſaid *T. S.* during, and by the ſpace aforeſaid, in Reading, Writing and caſting Accompts well and perfectly, ſo as he may be able to be bounden Apprentice for his better advancement (if his Capacity to learn ſhall thereunto extend:) And the ſaid *T. S.* ſo well and perfectly taught in the points of Learning aforeſaid, at the end of the ſaid 6 years, ſhall cauſe to be bound Apprentice in the ſaid City of *L.* (if he ſhall thereunto live, and thereunto condeſcend and agree) with ſome Freeman of good Science, Trade or Occupation, and of honeſt Fame, Name and Eſtimation, for a ſufficient number of years, according to the Laws and Cuſtoms of the ſaid City, by the Aſſent and Councel of the ſaid *E. C.* his Executors or Adminiſtrators, if the ſame *E. C.* his Executors, and Adminiſtrators, upon warning given, will willingly help thereunto, or elſe ſuch willingneſs of the ſaid *E. C.* his Executors or Adminiſtrators wanting or failing, then by the only diſcretion of the ſaid *W. G.* his Executors or Adminiſtrators. Provided alwaies, and the ſaid *E. C.* is nevertheleſs contented and agreed, and for him, and his Executors and Adminiſtrators, covenanteth and granteth by theſe preſents, That if the Capacity and diligence of the ſaid *T.* ſhall in ſhorter ſpace, than the ſaid 6 years have attained to a good perfection in all the points, of Learning, as aforeſaid; and thereupon knowledge given to the ſaid *E.* his Executors and Adminiſtrators, That then he the ſaid *E.* his Executors & Adminiſtrators, ſhall effectually endeavour him or themſelves with the ſaid *W. G.* his Executors or Aſſigns, in placing and binding the ſaid *T.* Apprentice in manner and form appointed, whereby the ſaid *W.* his Executors and Adminiſtrators may be of the ſaid Education and Nutriture of the ſaid *T.* clearly acquitted and diſcharged. Provided alſo, That if the ſaid *T. S.* fortune to depart out of this preſent life, before the end of the ſaid 6 years, or to run away from the ſaid *W.* his Executors or Adminiſtrators, without good occaſion miniſtred by the ſaid *W.* his Executors or Adminiſtrators, and be not brought again unto him or them, within the ſaid ſpace or Term of 6 years, that then and from thenceforth theſe preſent Indentures or Covenants ſhall be utterly void and of none effect: And that then the ſame *W.* his Executors or Aſſigns, ſhall have, retain and keep the ſaid 20 l. to his or their own uſe, as well as if this preſent Indenture, and every Covenant therein contained, had been fulfilled accordingly: And alſo the ſaid *G. C.* for him, his Executors and Aſſigns, covenanteth and granteth to and with the ſaid *W. G.* his Executors and Adminiſtrators by theſe preſents, That if the ſame *W.* his Executors and Adminiſtrators, do well and truly obſerve, keep, perform and fulfil all and ſingular the Covenants, Grants, Charges, Articles and Agreements above ſpecified, on his or their parts to be obſerved, kept and performed in manner and form aboveſaid, That then one Obligation bearing date, &c. wherein &c. to the ſaid *E.* &c. in the ſum of, &c. ſhall be utterly void, and of none effect, or elſe it to ſtand, &c. In Witneſs, &c.

A

An Indenture for the maintenance of a Woman divorced.

THis Indenture made &c. Between *L. D.* of *C.* in the County of *M.* on the one part, and *L. M.* of *N.* in the County of *N.* on the other part. *Witneſseth*, that it is Covenanted, granted, concluded, condeſcended and agreed between the ſaid parties to theſe Preſents; That for as much as the ſaid *L. D.* and *C. D.* his Wife, are now by the Laws of this Realm, and by their mutual aſſents and agreements, ſeperated and put aſunder from bed and board, and to the end the ſaid *C.* may have ſome certainty of living, during her life, by the Grant of the ſaid *L.* and for that alſo the ſaid *C.* had Lands, Tenements, Joyntures, Dowers and other profits and Commodities in her own poſſeſſion, and by the Grants of others unto her aſſured before the time the ſaid *L. D.* did eſpouſe and take to Wife the ſaid *C.* the which Lands, Tenements, Dowers, Joyntures, and other profits and Commodities did amount to the yearly value of 100 l. or thereabouts. The ſaid *L. D.* for the Conſiderations aforeſaid, and alſo in conſideration that the ſaid *C.* is contented not to claim her ſaid Joyntures or Dowers, which ſhe had in her poſſeſſion, at or before her Marriage with the ſaid *L. D.* nor any Joynture, Dower, or Intereſt in any of the ſaid Lands, Tenements, or Hereditaments of the ſaid *L.* which he, during the ſaid eſpouſals had, now hath, or hereafter ſhall have during his life in poſſeſſion, Reverſion or otherwiſe: But to relinquiſh, releaſe, and extinguiſh all her Right, Title and Intereſt of, in or to the ſame, which ſhe might or may have after the deceaſe of the ſaid *L. D.* if ſhe ſhall fortune to ſurvive and overlive him the ſaid *L. D.* and hath promiſed the ſaid *L. D.* to be ready whenſoever ſhe ſhall be called or deſired, upon reaſonable warning to be given unto the ſaid *L. D.* his Heirs or Aſſigns, and having her reaſonable Charges born to give up and releaſe the ſame her Title and Intereſt in the Premiſſes to the ſaid *L. D.* his Heirs or Aſſigns, or to any other, to whom he, or they, or either of them ſhall ſell and aſſure, or otherwiſe convey the ſame, or any part thereof, doth by theſe Preſents for him the ſaid *L. D.* his Heirs, Executors and Adminiſtrators, and for every of them, covenant, grant, condeſcend and agree to and with the ſaid *L. M.* his Heirs, Executors, Adminiſtrators and Aſſigns, That he the ſaid *L. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will yearly from henceforth, during the natural life of the ſaid *C. D.* pay or cauſe to be paid to the ſaid *C. D.* or to ſuch perſon as ſhall be by her lawfully appointed and authorized in writing, for the receiving thereof, under her Hand and Seal, before ſufficient Witneſſes (whoſe Names ſhall be thereunto ſubſcribed) the Sum of, &c. of &c. at two Terms &c. or within 10 dayes next after every Feaſt-day, by even Portions at the Houſe, &c. between the hours of &c. So that the ſaid *C.* or ſuch perſon as ſhall be her lawful Attorney, as aforeſaid, to be had and made to deliver to ſuch perſon or perſons, as ſhall make payment thereof, one Acquittance, under the Hand and Seal of the ſaid *C. D.* and

ſealed

ſealed and delivered as her Deed, before ſufficient Witneſſes, whoſe names ſhall be thereunto ſubſcribed as aforeſaid, confeſſing the Receipt of every ſuch Sum as then ſhall be received and paid, according to the intent and true meaning of theſe Preſents. *And furthermore*, the ſaid *L. D.* upon the Conſiderations aforeſaid for him, his Heirs, Executors and Adminiſtrators, doth Covenant, grant, condeſcend and agree to and with the ſaid *L. M.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents; That if it happen the ſaid *C. D.* to ſurvive and overlive him the ſaid *L. D.* that then the Heirs, Executors and Adminiſtrators, ſhall yearly from and after the death of the ſaid *L. D.* during the natural life of the ſaid *C. D.* well and truly pay or cauſe to be paid to the ſaid *C.* or her Aſſigns by her authorized, as is foreſaid, at or in the ſaid, &c. at or on the ſaid Feaſts of, &c. between the hours of, &c. in the Afternoon, of either of the ſaid Feaſt-dayes, or within 10 dayes after every of the ſaid Feaſt-dayes, the Sum of, &c. of &c. by even portions, ſo that after the deceaſe and death of the ſaid *L. D.* the ſaid *C. D.* ſurviving and over-living the ſame *L.* ſhe or her lawful Aſſigns, by her authorized, as is aforeſaid, ſhall yearly from thenceforth, during the natural life of the ſaid *C. D.* receive and perceive in the whole by force of theſe Preſents, to the uſe and behoof of the ſaid *C. D.* at the Feaſt-dayes aforeſaid, at the place aforeſaid, the Sum of, &c. of &c. in full recompence and ſatisfaction, as well of her ſaid Joyntures and Dowers, which ſhe had before the ſaid *L.* did eſpouſe and marry her, as of all ſuch Dower and Intereſt as ſhe might or may claim or demand, after the deceaſe of the ſaid *L. D.* of, in, or to the ſaid Lands, Tenements, or Hereditaments which the ſaid *L. D.* now hath, or at any time during their Eſpouſals had, or at any time hereafter ſhall or may have in Poſſeſſion, Reverſion or otherwiſe howſoever. The payment of which Sum, &c. yearly, in manner and form, as is aforeſaid, to be paid, to begin and be made at ſuch of the ſaid Feaſt-dayes, &c. as ſhall chance firſt to come, or be after the deceaſe of the ſaid *L. D.* and not before: So always of the ſaid *C. D.* or her Aſſigns, by her lawfully authorized, as is aforeſaid, upon every ſuch payment, to deliver unto the Heirs, Executors or Adminiſtrators of the ſaid *L. D.* ſo making payment thereof, or of any part thereof, an Acquittance under their Hand and Seal, to be Sealed and delivered as is aforeſaid, teſtyfying the Receipt of every ſuch payment, without fraud or Covin. **Provided always**, That if the ſaid *C.* at any time hereafter, having her reaſonable Charges born by the ſaid *L. D.* his Heirs, Executors, or Aſſigns, ſhall not at all times hereafter, and from time to time, upon reaſonable Requeſt, do and ſuffer to be done, all and every ſuch Act and Acts, Thing and Things, Device and Devices, joyntly with the ſaid *L. D.* and ſolely by her ſelf after his death, for the conveying, releaſing, or extinguiſhing of all her Right, Title, and Intereſt, which ſhe the ſaid *C.* now hath, or at any time hereafter may have in any of the Lands, Tenements, and Hereditaments, whereof the ſaid *L. D.* at any time heretofore hath had, or now hath, or at any time hereafter may have, or ſhall have any Eſtate, Poſſeſſion, Right, or Intereſt, as ſhall be reaſonably Deviſed by the ſaid *L. D.* his Heirs, Executors, or Aſſigns or any of them; or by his, or their, or any of their Learned Councel, at his and their Coſts and Charges in the Law, to be conveyed, extinguiſhed, or releaſed,

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in or to any perſon or perſons, and for ſuch uſes, intents, and purpoſes, as by the ſaid *L.* his Heirs or Aſſigns, or any of them, ſhall be appointed, required, and deviſed: Or if ſhe the ſaid *C.* or any other perſon, for or in her name, ſhall at any time hereafter claim or demand her ſaid Joyntures, or Dower, or any of them, or any Right, Title, or Intereſt, in or to the ſaid Lands, Tenements, or Hereditaments, or any part thereof, after the deceaſe of the ſaid *L. D.* which ſhe had in in her poſſeſſion before the Marriage ſolemnized, between her and the ſaid *L D.* or if ſhe ſhall claim or demand, after the deceaſe of the ſaid *L. D.* or otherwiſe, any Joynture, Dower, or other Intereſt, in or to the ſaid Lands, Tenements, or Hereditaments, or any part thereof, which he the ſaid *L. D.* now hath, or at any time heretofore had, or in the time of his deceaſe ſhall have; That then and from thenceforth, theſe preſent Indentures, and all Covenants, Payments, Grants, and Clauſes herein contained, and all Obligations and Bonds to be made by the ſaid *L D.* for the performance of all, or any part of the Covenants, Articles, and Agreements, in theſe Indentures ſpecified and expreſſed, ſhall ceaſe and be clearly void, fruſtrate, and of none effect, to all intents and purpoſes, as if the ſame had never been had or made. And the ſaid *L. M.* for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant, to and with the ſaid *L D.* his Heirs, Executors, and Aſſigns, by theſe Preſents, That he the ſaid *L. M.* his Executors and Aſſigns, ſhall from time to time, ſhew and declare to the ſaid *L. D.* his Heirs, Executors, or Aſſigns, upon his or their reaſonable Requeſt, therefore made to him or them, or any of them, where the ſaid *C.* ſhall be then dwelling and abiding, without Fraud or Covin, and at what certain place and day, within one Moneth after ſuch Requeſt made to him the ſaid *L. M.* his Heirs, or Executors, or any of them where and when the ſaid *L. D.* his Heirs, Executors, or Aſſigns, or any other perſon or perſons, by him or them thereto aſſigned, ſhall or may repair to the perſon, or the preſence of the ſaid *C.* to the end, to make requeſt unto her, for the conveying releaſing, or extinguiſhing of her Right or Title, in or to the ſaid Lands, Tenements, or Hereditaments, or any part thereof ſhe was ſeiſed, before Marriage had with the ſaid *L. D.* as alſo wherein the ſaid *C.* heretofore had, now hath, or hereafter ſhall have Right or Intereſt in Poſſeſſion, Reverſion, or Remainder. In Witneſs, &c.

Covenants between a High-Sheriff and his Under-Sheriff.

THis Indenture, made the &c. day of &c Between *A B.* of *W.* in the County of *E.* Eſq; (now High-Sheriff of the County of *E.*) of the one part, and *C D.* of &c. in the County of &c. Gent. of the other part. Whereas the King by his Majeſties Letters Patents, under the Great Seal of *E.* bearing date the 17th day of this inſtant *N.* have made, named, aſſigned, and appointed the ſaid *A. B.* to be High-Sheriff of the ſaid County of *E.* during the pleaſure,

pleasure. *Now* this Indenture *witnesseth*, that the said *A. B.* for the good Opinion which she hath conceived of the said *C. D.* and of the trust and confidence which he reposeth in him, hath deputed, assigned, constituted, and ordained, and by these Presents doth depute, assign, constitute, and ordain him the said *C. D.* to be his Under-Sheriff, of, for, and in the said County of *E.* during all the time that he the said *A. B.* shall be and remain Sheriff of the said County, by force of the Letters Patents aforesaid; and doth hereby authorize the said *C. D.* to serve, exercise, and execute the said Office of Under-Sheriff of the said County under him the said *A. B.* in his name, during all the time aforesaid, and the said *A. B.* as far as in him is, doth also by these Presents grant unto the said *C. D.* that it shall and may be lawful to, and for the said *C. D.* by force hereof, to appear, answer, serve, and minister, as Under-Sheriff of the said County of E. for and in the name of the said *A. B.* as well in all places in the said County of E. as in all and every the Court and Courts, as within this Realm of *England*, and before all and every the Justices of *Oyer* and *Terminer*, Justices of Assize and Goal-delivery, Justices in *Eyer*, and of the Forrest-Officers, Justices of the Peace, Coroners, and Escheators, and other Officers and Commissioners of this Realm, and the Forrest-Officers where the said *A. B.* by virtue of the said Office of Sheriffwick, for the said County of E. shall be bound or ought to appear, answer, serve, or be attendant; and to break open, answer, return, and execute, for him the said *A. B.* in his name, all Processes, Writs, Precepts, Warrants, Mandates, and Commandments, to the Sheriff of the said County, directed, or hereafter to be directed, out of any the Courts aforesaid, or from any the Justices, Commissioners, Coroners, or Escheators aforesaid; and to do, perform, and execute for him the said *A. B.* and in his name, all and every thing and things, which by him the said *A. B.* by virtue of his Office of Sheriffwick of the said County of *E.* is to be performed, executed, and done, saving always, and excepting that the said *C. D.* shall not by virtue thereof, be authorized to open, return, send, execute, any Writ or Writs, for electing any Knights of the Shire, or Burgesses of the *Parliament*, for the said County of *E.* or any other Borough within the said County; nor to open, execute, or answer, any the Letters of his Majesty, or his Privy-Councel, to be directed unto the said Sheriff of the said County of E. without the special Warrant, Direction, and Commandment of him the said *A. B.* for that purpose. And further the said *A. B.* doth by these Presents grant unto the said *C. D.* for the executing of the said Office, all the Fees, Duties, and Profits to him due, arising and growing by the County-Courts, to be kept within the said County of *E.* and all other Fees, Rewards, Duties, Allowances, and Profits, incident to the Office of Sheriffwick, or thereunto belonging, for which the said *A. B.* is or shall be allowed by the Common Laws of this Realm, or Customs of the said County, either for the opening, returning, or executing of any Writ, Precept, or Process, Warrant or Command whatsoever, or for other executing of the said Office, and which have not been accepted heretofore the ordinary Fees of any other his Bayliffs, or other Officers, to have and enjoy the said Duties, Fees, Rewards, Allowances, and other Profits, to his own use, without an Account to be rendred to the said *A. B.* his Executors, Administrators, for the same.

And

that the said *C. D.* for and in consideration of the Benevolence aforesaid, and for the free Gift and Grant of the said *A. B.* doth for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, covenant promise, grant, and agree, to and with the said *A. B.* his Heirs, Executors, Administrators, and Assigns, by these presents, that he the said *C. D.* shall and will at all times, from and after the Day of the date of these Presents, duly, diligently, lawfully, and carefully serve the said *A. B.* as his Deputy and Under-Sheriff, of in and for the said County of E. without doing or committing any kind of Extortion, or wilful mis-behaving of himself in the said Office, and shall and will duly and respectively execute the said Office of Sheriffwick, in the name of the said *A. B.* in all points so far forth, as these presents, the Laws of the Land, or other License or Commandment of the said *A. B.* shall warrant or give liberty; and shall and will in the name of the said *A. B.* and as his Deputy in the said Office of Under-Sheriff of the said County of E. be answerable, attendant, and minister in all Courts of our said Soveraign Lord the King, by and before the said Justices of Assize, Justices of *Eyre*, and of the Forrest, and all Commissiones, Escheators, Coronors, and other Justices and Officers of the Kings Majesty, before whom the said *A. B.* shall be bound or required to minister, answer, or be attendant, in respect of the said Office of Sheriffwick, for the said County of E. and shall and will execute and make answer, true and sufficient Return of all such Processes, Writs, Precepts, and Commandments, directed from the Kings Majesty, or from every or any of the said Courts, Justices, Commissioners, Escheators, and other Officers aforesaid, as shall be delivered to, or come to the hands of him the said *C. D.* his Deputy or Deputies, Assignee or Assigns, or shall and will discharge and save harmless the said *A. B.* his Heirs, Executors, and Administrators, and his, and their, and every of their Lands, Tenements, Goods, and Chattels, off and from all Fines, Issues, and Amerciaments, and other Penalties, Forfeitures, pain, corporal, and pecuniary whatsoever, whereby or wherewithal the said *A. B.* his Heirs, Executors, or Administrators, or his or their Lands, Tenements, Goods, or Chattels, shall or may be charged or chargeable, for his the said *A. B.* or the said *C. D.* not executing, not filing, neglecting, mis executing, evil executing, not serving, mis-returning, or mis-filing any of the said Writs, Processes, Precepts, Warrants, or Commandments aforesaid; or for the absence, ill attendance, or not attendance of the said *A. B.* or of the said *C. D.* or his Deputy as aforesaid, or other misdemeanours, in the executing, not executing, or mis-executing of the said Office, in any thing which the said *C. D.* might by virtue of these presents, by himself, or his Deputies, execute or perform, other than from such Fines, Issues, and Amerciaments, and other Penalties, as shall be imposed or adjudged upon or against the said *A. B.* for or in respect of any offence, fault, or negligence, by the said *A. B.* at any time after the day of the Date of these Presents, committed, omitted, or done; or to be committed, omitted, or done, by himself in his own person, or by any other (except the said *C. D.* by the said *A. B.* his Commandment or appointment, without the consent of the said *C. D.* And that the said *C. D.* shall himself, or his sufficient Deputy or Deputies, duly and lawfully keep, or cause to be kept within the said County of *E.* all

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and ſingular County-Courts of the ſaid County, at ſuch times and places as heretofore hath been accuſtomed, and that he the ſaid *C. D.* ſhall and will make and appoint one or more Attorney or Attorneys, Deputy or Deputies of Record, in the Courts of Record, commonly called the Kings-Bench, Common-Pleas, and Exchequer, and in all other Courts and Offices where Attorneys are commonly appointed, and ſo ſhall and will ordain, appoint and make one or more able Deputy or Deputies, for him the ſaid *A. B.* in every Hundred within the ſaid County of *E.* according to the Laws and Statutes in theſe Caſes provided; ſo that the ſaid *A. B.* ſhall not hereafter be lyable to any Penalty or Forfeiture, for want of any ſuch Attorney or Deputy, and ſhall and will at his own proper coſts and charges, appear, and make ready in all ſuch place and places, where the Aſſizes, Goal-Delivery or Seſſions ſhall be from time to time holden meet and convenient Courts, Bars, and all other things neceſſary and convenient, for the Juſtices of Aſſize, and other Juſtices, to keep their Aſſizes, and Goal-Deliveries and Seſſions; and ſhall and will from time to time, give notice in convenient time to the ſaid *A. B.* of all and every ſuch time and times, place and places, where the perſonal attendance of the ſaid *A. B.* ſhall be requiſite and neceſſary, ſo that the ſaid *A. B.* may be perſonally preſent at ſuch times and places, when and where his perſonal appearance and attendance ſhall be neceſſary. And furthermore, That the ſaid *C. D.* by and during the continuance of the ſaid Office, ſhall and will well and truly collect, levy, gather, and ſave to his Majeſties uſe, all the Goods and Chattels of Felonies and Fugitives, and of all perſons Outlawed and put in Exigent, and of all perſons Attainted and Convicted of Treaſon, Murder, or Felony, which ſhall happen in the ſaid County of *E.* during the time aforeſaid, which ſhall be due or forfeited to his Majeſty, by any wayes or means aforeſaid, and ſhall and will from time to time, well and truly collect and gather up all Fines, Amerciaments, Extracts, Certainties, Fee-Farms, Pipe-ſilver, Fines for Licence, Concord for Fines, Green-Wax, and all other Sum and Sums of Money, which to the Collection of the ſaid *A. B.* by reaſon of the Sheriffwick of the ſaid County ſhall appertain or belong, and which the ſaid *C. D.* ſhall have Warrant or lawful Authority to ſeize, levy, or collect, or which he ſhall have notice of, and may reaſonably come by, and thereof, and of every part thereof, and of all other the Rents and Revenues of the ſaid County, and of all Sums of Money due, or hereafter during the continuance of the ſaid Office of Sheriffwick of the ſaid County, doth or may appertain, ſhall render unto his Majeſty, in the Court of *Exchequer* aforeſaid, yield and give full account, and alſo that he the ſaid *C. D.* his Executors, Adminiſtrators at ſuch dayes and terms, as he the ſaid *A. B.* is or ſhall be required to come into Account of the Court of *Exchequer*, for or touching the ſaid Office. The ſaid *C. D.* ſhall and will enter into Account in the ſaid Court of *Exchequer*, in the name of the ſaid *A. B.* for and concerning the ſaid Sheriffwick of the ſaid County of *E.* in and upon which Account the ſaid *C. D.* his Executors, and Adminiſtrators, ſhall and will truly anſwer all ſuch Rents, Duties, and Sums of Moneys, as the ſaid *C. D.* his Deputies, Officers or Servants, or any of the Bayliffs of any of the Hundreds of the ſaid

County

County shall have received, or might have received, or wherewith the said *A. B.* the Sheriff of the said County, shall be any wayes charged or chargeable upon the same Account; and the same account shall and will, at his the said *C. D.* his own Costs and Charges, prosecute with effect, untill the same Account be fully finished and concluded, without demanding any Allowance or Allowances of the said *A. B.* his Heirs, Executors, or Administrators for the same; And also that the said *C. D.* his Executors, and Administrators, shall and will pay into the Receipt of *Exchequer*, all such sums of Money, as upon the said Account shall be found in Arrearages, within one year next after the Feast of St. *M.* next ensuing the date hereof, and in the name of the said *A. B.* obtain a lawful Discharge, and *Quietus est*, out of the said Court of *Exchequer*, for him the said *A. B.* and the same shall and will deliver unto the said *A. B.* his Heirs, Executors, or Assigns, for a full Discharge of him the said *A. B.* his Heirs, Executors, Administrators, and Assigns, of and concerning the said Sheriffwick of the said County of *E.* within one year next after the said Feast of St. *M.* and that the said *C. D.* his Heirs, Executors, Administrators, and Assigns, or some, or one of them, shall and will, at some one of their own proper Costs and Charges, disburse and pay for the said *A. B.* all and all manner of Fees, Duties, Charges, Sum and Sums of Money, Rewards, Gratuities, and Demands whatsoever, which shall be required, demanded, or demandable of the said *A. B.* as due or accustomed, to be paid or given by the Sheriff of the said County, for or by reason of the said Account, without demanding any Allowance or Allowances therefore of the said *A. B.* his Heirs, Executors, Administrators, and Assigns. And the said *C. D.* doth further, for the the consideration aforesaid, for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, covenant, promise, grant, and agree, to and with the said *A. B.* his Heirs, Executors, Administrators, and Assigns, by these presents, That he the said *C. D.* his Executors, or Administrators, shall and will from time to time, and at all times hereafter, well, duly, and truly satisfie, and pay all and singular such Sum and Sums of Money, as he the said *C. D.* or any Deputy, Clerk or Clerks, Bayliff or Bayliffs, Substitute or Substitutes under him, shall at any time and times, and all times levy or receive, by virtue or reason of any Writ or Writs, Proces of Extent, *Libertate Capias ad satisfaciendum, fieri facias, alias, distringas super Vicecomes*, against any former Sheriff, any other Writ or Writs of Execution or Warrants whatsoever, according to the Purport and true Tenure of any such Writ or Writs, Warrant or Warrants respectively, and in such manner, as by the same respectively shall be limitted, required, or appointed; and shall from time to time sufficiently save harmless and defend the said *A. B.* his Heirs, Executors, and Administrators, of, for, and from all and every such Sum and Sums of Money as aforesaid. And further, That he the said *C. D.* his Heirs, Executors, Administrators, or Assigns, shall and will at his and their own proper Costs and Charges, conduct and make safe delivery of all such Prisoners as are, or hereafter shall be in the Custody of the Goal for the said County of *E.* to such person and persons, and and to such place and places, as the said *A. B.* shall by Writ, Warrant, or other Precept, or Commandment, or by virtue and in respect of

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and ſingular County-Courts of the ſaid County, at ſuch times and places as heretofore hath been accuſtomed, and that he the ſaid *C. D.* ſhall and will make and appoint one or more Attorney or Attorneys, Deputy or Deputies of Record, in the Courts of Record, commonly called the Kings Bench, Common-Pleas, and Exchequer, and in all other Courts and Offices where in Attorneys are commonly appointed, and ſo ſhall and will ordain, appoint, and make one or more able Deputy or Deputies, for him the ſaid *A. B.* in every Hundred within the ſaid County of *E.* according to the true intent of the Statutes in theſe Caſes provided; ſo that the ſaid *A. B.* ſhall not hereafter be lyable to any Penalty or Forfeiture, for want of any ſuch Attorney or Deputy, and ſhall and will at his own proper coſts and charges, appear, and make ready in all ſuch place and places, where the Aſſizes, Goal-Delivery, or Seſſions ſhall be from time to time holden meet and convenient Courts, Bars, and all other things neceſſary and convenient, for the Juſtices of Aſſize, and other Juſtices to keep their Aſſizes, and Goal-Deliveries and Seſſions; and ſhall and will from time to time, give notice in convenient time to the ſaid *A. B.* of all and every ſuch time and times, place and places, where the perſonal attendance of the ſaid *A. B.* ſhall be requiſite and neceſſary, to the intent the ſaid *A. B.* may be perſonally preſent at ſuch times and places, when and where his perſonal appearance and attendance ſhall be neceſſary. And furthermore, That the ſaid *C. D.* by and during the continuance of the ſaid Office, ſhall and will well and truly collect, levy, gather, and ſeize to his Majeſties uſe, all the Goods and Chattels of Felonies and Fugitives, and of all perſons Outlawed and put in Exigent, and of all perſons Attainted and Convicted of Treaſon, Murder, or Felony, which ſhall happen within the ſaid County of *E.* during the time aforeſaid, which ſhall be due or forfeited to his Majeſty, by any wayes or means aforeſaid, and ſhall and will from time to time, well and truly collect and gather up all Fines, Amerciaments, Extracts, Certainties, Fee-Farms, Pipe-ſilver, Fines for Licence, Concord for Fines, Green-Wax, and all other Sum and Sums of Money, which to the Collection of the ſaid *A. B.* by reaſon of the Sheriffwick of the ſaid County ſhall appertain or belong, and which the ſaid *C. D.* ſhall have Warrant or lawful Authority to ſeize, levy, or collect, or which he ſhall have notice of, and may reaſonably come by, and thereof, and of every part thereof, and of all other the Rents and Revenues of the ſaid County, and of all Sums of Money due, or hereafter during the continuance of the ſaid Office of Sheriffwick of the ſaid County, doth or may appertain, ſhall render to his Majeſty, in the Court of *Exchequer* aforeſaid, yield and give full account; and alſo that he the ſaid *C. D.* his Executors, Adminiſtrators, at ſuch dayes and terms, as he the ſaid *A. B.* is or ſhall be required to come into Account of the Court of *Exchequer*, for or touching the ſaid Office. The ſaid *C. D.* ſhall and will enter into Account in the ſaid Court of *Exchequer*, in the name of the ſaid *A. B.* for and concerning the ſaid Sheriffwick of the ſaid County of *E.* in and upon which Account the ſaid *C. D.* his Executors, and Adminiſtrators, ſhall and will truly anſwer all ſuch ſums, Duties, and Sums of Moneys, as the ſaid *C. D.* his Deputies, Officers or Servants, or any of the Bayliffs of any of the Hundreds of the ſaid

County

County shall have received, or might have received, or wherewith the said *A. B.* as Sheriff of the said County, shall be any wayes charged or chargeable for, from the same Account; and the same account shall and will, at his the said *C. D.* his own Costs and Charges, prosecute with effect, untill the same Account be fully finished and concluded, without demanding any Allowance or Allowances of the said *A. B.* his Heirs, Executors, or Administrators for the same; And also that the said *C. D.* his Executors, and Administrators, shall and will pay into the Receipt of *Exchequer*, all such sums of Money, as upon the said Account shall be found in Arrearages, within one year next after the Feast of St. *M.* next ensuing the date hereof, and in the name of the said *A. B.* obtain a lawful Discharge, and *Quietus est*, out of the said Court of *Exchequer*, for him the said *A. B.* and the same shall and will deliver unto the said *A. B.* his Heirs, Executors, or Assigns, for a full Discharge of him the said *A. B.* his Heirs, Executors, Administrators, and Assigns, of and concerning the said Sheriffwick of the said County of *E.* within one year next after the said Feast of St. *M.* and that the said *C. D.* his Heirs, Executors, Administrators, and Assigns, or some, or one of them, shall and will, at some one of their own proper Costs and Charges, disburse and pay for the said *A. B.* all and all manner of Fees, Duties, Charges, Sum and Sums of Money, Rewards, Gratuities, and Demands whatsoever, which shall be required, demanded, or demandable of the said *A. B.* as due or accustomed, to be paid or given by the Sheriff of the said County, for or by reason of the said Account, without demanding any Allowance or Allowance therefore of the said *A. B.* his Heirs, Executors, Administrators, and Assigns. And the said *C. D.* doth further, for the the consideration aforesaid, for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, covenant, promise, grant, and agree, to and with the said *A. B.* his Heirs, Executors, Administrators, and Assigns, by these presents, That he the said *C. D.* his Executors, or Administrators, shall and will from time to time, and at all times hereafter, well, duly, and truly satisfie, and pay all and singular such Sum and Sums of Money, as he the said *C. D.* or any Deputy, Clerk or Clerks, Bayliff or Bayliffs, Substitute or Substitutes under him, shall at any time and times, and all times levy or receive, by virtue or reason of any Writ or Writs, Process of Extent, *Libertate Capias ad satisfaciendum, fieri facias, elegit, distringas nuper Vicecomes*, against any former Sheriff, any other Writ or Writs of Execution or Warrants whatsoever, according to the Purport and true Tenure of any such Writ or Writs, Warrant or Warrants respectively, and in such manner, as by the same respectively shall be limitted, required, or appointed, and shall from time to time sufficiently save harmless and defend the said *A. B.* his Heirs, Executors, and Administrators, of, for, and from all and every such Sum and Sums of Money as aforesaid. And further, That he the said *C. D.* his Heirs, Executors, Administrators, or Assigns, shall and will at his and their own proper Costs and Charges, conduct and make safe delivery of all such Prisoners as are, or hereafter shall be in the Custody of the Goal for the said County of *E.* to such person and persons, and to such place and places, as the said *A. B.* shall by Writ, Warrant, or other Precept, or Commandment, or by virtue and in respect of

his

his ſaid Office, be commanded or bound to deliver the ſame. And ſhall and will alſo, at his and their own proper coſts and charges, execute or cauſe to be executed, all ſuch perſons, as any time during the time aforeſaid, ſhall be convicted and put in execution, according to their ſeveral Judgements, if the ſame perſon or perſons be not by any lawful Authority reprieved into the ſaid Goal. And the ſaid *C. D.* doth further for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, covenant, grant, promiſe, and agree, to and with the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe preſents, That he the ſaid *C. D.* his Executors, and Adminiſtrators, ſhall and will upon the diſcharge and giving up of the ſaid Office, to ſuch as ſhall ſucceed in the ſaid Office of Sheriffwick, of and for the ſaid County of *E.* in due form of Law deliver, or cauſe to be delivered by Indenture, to be made between the ſaid *A. B.* and his Succeſſors, in the ſaid Office to the ſaid Succeſſor of the ſaid *A. B.* in the ſaid Office, or to his Deputy for the time being, all ſuch Priſoners as then ſhall be in the Cuſtody of the ſaid *A. B.* or of any of his Deputies, or Miniſters, with the Cauſes of their Detainments and Impriſonments, and all ſuch Iron Implements and Things, as ſhall be in the Cuſtody of the ſaid *C. D.* belonging to the Common Gaol, of the ſaid County, or to the Officers of the ſame: And alſo all Writs, Proceſſes, Warrants, and other things, which then ſhall be in his hands and cuſtody, in reſpect of the Office of Sheriffwick, of, in, and for the ſaid County of *E.* And the ſaid *G. D.* doth further for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, Covenant, promiſe, grant, and agree, to and with the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, by theſe Preſents, That he the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, ſhall and will from time to time, and at all times hereafter, diſcharge, defend, and ſave harmleſs as well them the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, as well againſt the Kings Majeſty, and all other perſons whatſoever, of, for, and from all manner of Pains Corporal and Pecuniary, Forfeitures, Fines, Amerciaments, Debts, Accounts, Duties, and Demands whatſoever, hereafter lawfully to be commenced, proſecuted, impoſed, demanded, or demandable of or againſt the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, or his or their Lands, Goods, Tenements, and Chattels, for or by reaſon of any eſcape of any Priſoner or Priſoners whatſoever, now under Execution, or under Arreſt, or hereafter to be had in Execution, under Arreſt, for any manner of Debt, Damage, Treſpaſs, Account, or other Duties or Wrong; or for any Treaſon, Felony, or other offence whatſoever; or for any, or by reaſon of not appearance of any perſon Arreſted at the day limited, for the appearance in any Court or Courts, or before any Judge or Judges, or Juſtices whatſoever; or for or by reaſon of any Falſe Return, not Return, or Miſ-Return of any Writ, Warrant, or Proceſs, or for any other miſ-behaviour, negligence, or laches of the ſaid *C. D.* his Bayliffs or Officers, in executing, or negligence in executing, or not in executing of the ſaid Office of Sheriffwick, &c.

the said County of *E.* or for, or by reason of the not levying, answering, or not paying of any Sum or Sums of Money, which shall, or may, or ought to be collected or received, by virtue or reason of the said Office of the Sheriffwick of the said *A. B.* or having relation thereunto, or by reason of any Writ or Writs of Assistance, for the levying of any Sums of Money, wherewith the said *A. B.* shall or may be charged or chargeable, of or for any matter, clause, or thing, having relation to the said Office. And to the intent, that the said *C. D.* may the better perform the execution of the said Office, the said *A. B.* is contented and pleased, and doth hereby grant unto the said *C. D.* that he the said *C. D.* shall have to his own use, the benefit of such Bonds and Covenants, as shall be taken of any person or persons, wherein the same person or persons shall become bound unto the said *A. B.* as Sheriff of the said County of *E.* with condition for their, or any of their appearances in any Court, or elsewhere, before any Commissioners of our Sovereign Lord the King, by Authority of Parliament: And of all Obligations, taken or to be taken of any Bayliffs or their Sureties, and of all other Bonds and Covenants, which are or shall be made to the said *A. B.* as the Sheriff of the said County of *E.* (except the Covenants herein contained) and the Bonds and Obligations taken or to be taken, for the performance of the said Covenants, and every of them (except before excepted,) and shall and may sue and prosecute the same in the name of *A. B.* his Executors and Administrators, at the proper costs and charges of the said *C. D.* his Executors, Administrators, and Assigns, and the Moneys thereof and thereby recovered, to have, take, and detain to his and their own use and uses, without any Account thereof, to yield or make to the said *A. B.* his Heirs, Executors, Administrators, or Assigns, all which said Bonds and Covenants (except before excepted) he the said *A. B.* doth for himself, his Heirs, Executors, Administrators, and Assigns covenant, promise, grant, and agree, to and with the said *C. D.* his Executors, and Administrators, by these presents, That neither he the said *A. B.* nor his Heirs, Executors, or Administrators, or any of them, shall release, acquit, nor discharge any Action, Plaint, or Suit thereupon to be brought, or any Judgement or Execution thereupon to be had, without the Assent of the said *C. D.* his Executors, Administrators, or Assigns, unless he the the said *A. B.* his Heirs, Executors, or Administrators, shall be enjoyned thereunto by order or course of Law or Equity. And the said *C. D.* doth for himself, his Heirs, Executors, and Administrators, covenant, promise, and grant, to and with the said *A. B.* his Heirs, Executors, and Administrators, by these Presents, that he the said *C. D.* his Executors, and Administrators, shall and will from time to time, and at all times hereafter, save, defend, and keep harmless the said *A. B.* his Heirs, Executors, and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from all Costs and Charges, and Damages, which may arise or happen, by reason of any Bill in Equity, or of any Non-Suit or Judgement, obtained by any person or persons, of or upon any of the said

Covenants, Obligations, or Bonds, to be taken for Appearance as aforesaid, or by reason or means of removing any Action or Suit, in the name of the said *A. B.* his Heirs, Executors, or Administrators, against any person or persons, upon the same Covenants, Obligations or any of them. And whereas it is agreed by and between the said parties to these Presents, That the said *C. D.* shall become bound by Obligation to the said *A. B.* in the Penal Sum of 500 l. conditioned for the true performance of the Covenants, Articles, and Agreements, in these Presents contained, on the part and behalf him the said *C. D.* his Heirs, Executors, and Administrators, to be performed, and shall also procure 5 sufficient Sureties, before the 30th day of *J.* next ensuing the date hereof, to become bound unto the said *A. B.* in the several Penal Sums of 100 l. a piece, with the like Conditions as aforesaid. Now the said *A. B.* is contented and pleased, and doth by these presents, for himself, his Heirs, Executors, Administrators, and Assigns, covenant, promise, and grant, to and with the said *C. D.* his Heirs, Executors, Administrators and Assigns, by these presents, That he the said *A. B.* his Heirs, Executors, or Administrators, or some, or one of them, shall and will within the space of one year next after the said *C. D.* his Heirs, Executors, or Administrators, shall deliver, or cause to be delivered unto the said *A. B.* his Heirs, Executors, Administrators, or Assigns, the said Sureties or before in these presents mentioned, the said *A. B.* his Heirs, Executors, and Administrators, being first sufficiently and reasonably discharged and saved harmless, of and from all the Payments, Penalties, Fines, Amerciaments, Damages, Charges, and other Demands before in these Presents mentioned, upon the reasonable Request of the said *C. D.* his Heirs, Executors, or Administrators, shall deliver, or cause to be delivered up the said Obligations, so to be made by the Sureties of the said *A. B.* as aforesaid, to such Surety or Sureties respectively, and to their respective Heirs, Executors, or Administrators, to be cancelled. In Witness whereof, &c.

An Indenture for building of a House, both Carpenters Work and Bricklayers Work.

THis Indenture &c. Between *T. A.* of, &c. and *R. A.* of the same Parish of *B.* on the one part, and *T. A.* of *L.* Skinner on the other part, Witnesseth, That the said *T.* and *R.* as well in consideration of the Sum of 20 s. of lawful, &c. to them in Hand, before the ensealing and delivery hereof paid by the said *T. A.* as also in consideration of the Sum of 100 l. more of like money to be paid by the said *T. A.* his Executors, Administrators, or Assigns, to the said *T. A.* and *R. A.* their Executors, Administrators or Assigns, in manner and form hereafter in these Presents expressed, do covenant, promise and grant, and either of them covenanteth, promiseth and granteth for themselves, and for either of them, and for the Heirs, Executors and Administrators of them, and of either of them, and for every of them, and with the said *T. A.* his Executors, Administrators and Assigns, and every of them by these presents, in manner and form following; *That is to say*, That they the said *T. A.* and *R. A.* their Executors, Administrators and Assigns, at their own proper Cost and Charges, at, or before the last day of *M.* next ensuing the date hereof, in such place within the Parish of *H.* within the County of *M.* as the said *T. A.* hath already limited, assigned or appointed; or he, his Executors, Administrators, or Assigns, shall limit, assign or appoint hereafter shall and will make, build, erect, set up, and perfectly finish, to, and for the use and behoof of the said *T. A.* his Heirs, Executors, Administrators and Assigns, one new fair Edifice, Building, and House, and in the same all such several Rooms, and other things, as hereafter in these Presents are expressed; *That is to say*, One Hall, one Parlour, and one Kitchin, in the first Story thereof on the Ground; and in the 2d Story thereof 2 Chambers over the same Hall and Parlour, and one Chamber over the said Kitchin, and 2 Garrets in Stories over the said Story; and that the said Hall and Parlour shall contain in length, from outside to outside 28 Foot of Assize, and in breadth, from outside to outside 16 Foot of Assize: And that the said Kitchin shall contain in length, from outside to outside 16 Foot of Assize, and in breadth, from outside to outside 16 Foot of Assize: And all the said first Story shall contain in height 9 Foot of Assize; and that all the said 2d Story shall contain in height 8 Foot of Assize, and that the said half Story shall contain in height 3 Foot of Assize, and that the said Chamber to be made over the said Hall, shall be as near as may be equal in largeness, length and proportion to the same Hall, over and besides the Implements hereunder specified; And that the said Chamber to be made over the said Parlour, shall be as near as may be equal in largeness, length, and proportion to the same Parlour, over and besides the Implements hereafter expressed. And that the said Chamber to be made over the Kitchin, shall be also as near as may be equal in largeness, length, and proportion to the same Kitchin, over and besides the said Implements

Consideration.

Covenant, &c.

Build and set up a new house with rooms limited in the several Stories.

Length and breadth of the Rooms.

Height of the Stories.

Largeness of the Rooms.

hereafter ſpecified. And that the Garrets aforeſaid, ſhall be as near as may be equal in largeneſs, length, and proportion to the ſaid Chambers, over the which the ſame ſhall be made. And that the ſaid *T. A.* and *R. A.* their Executors, Adminiſtrators and Aſſigns, ſhall, in the ſaid ſeveral Rooms, make all ſuch Windows, clear Stories, and other things as hereafter are expreſſed; That is to ſay, In the ſaid Hall, one fair Bay window, as ſhall be moſt fair and proportionable for the ſame Room, and clear Stories, on either ſide of the ſaid Bay window, as ſhall fall out moſt conveniently for that Room; and in the ſaid Parlour, 2 fair Bay windows, as ſhall be moſt fit for the ſame Room, and in ſuch places thereof as the ſaid *T. A.* his Executors or Aſſigns, ſhall appoint; and in the ſaid Kitchin, one partition for a Buttery, and clear Stories for light, as ſhall be moſt meet for the ſame Kitchin and Buttery, and in the ſaid 2 Chambers over the Hall and Parlour aforeſaid, 4 fair Bay windows, as ſhall be moſt convenient for the ſame Chambers, and that in ſuch ſeveral places thereof, as the ſaid *T. A.* his Executors or Aſſigns, ſhall appoint; And 2 fair Bay windows in the ſaid Chamber over the Kitchin, as ſhall be moſt fit for the ſame Room, and in the Garrets aforeſaid fair Dormant Windows, and Lights in and upon the ſame, as ſhall be moſt fit for thoſe Rooms. *And* ſhall alſo make good, meet, and ſufficient Court houſes and Peremets to all the ſaid Windows which ſhall be made in the ſaid Hall, Parlour and Kitchin, and in the ſaid 2 Chambers over the ſaid Hall, Parlour and Kitchin. *And* alſo that they the ſaid *T.* and *R.* their Executors, Adminiſtrators and Aſſigns, ſhall make and board all the Floors of the ſaid Hall, Parlours, Chambers and Garrets, of and with good and ſeaſonable narrow Deal Bords, or Bords of Oke. *And* ſhall alſo make one pair of Stairs, and one ſtair Caſe without the ſaid Houſe, which ſhall lead, aſcend, and ſerve for paſſing unto all the Chambers and Garrets afore ſpecified, and ſhall alſo Make, Rear, and ſet up ſufficiently, between the ſaid Hall and Parlour in convenient places, 4 new, good, ſtrong, and ſufficient Chimneys of Brick, with 4 parols of ſtone, which ſhall conveniently ſerve for the ſaid Hall and Parlour, and the ſaid 2 Chambers over them, whereof the 2 Chimneys for the ſaid Hall and Parlour to contain 9 Foot in wideneſs, a piece, on the inſide of the ſame Chimneys, and the other 2 Chimneys for the ſaid Chambers over the ſaid Hall and Parlour, to be 4 Foot, and one half Foot a piece in wideneſs, within the ſame Chimneys, and ſhall alſo ſufficiently Make, Rear, and ſet up in the Kitchin aforeſaid one good, ſtrong, and ſufficient Chimney of Brick, containing in wideneſs 7 Foot, and one Mantle-tree of wood for the ſame; And ſhall alſo make in the ſame Kitchin one fair Oven, the Floor and forepart whereof ſhall be of free-ſtone, and ſhall alſo make and rear in the ſaid Chamber, over the ſaid Kitchin, one other Chimney of Brickwork, with a Patrol of ſtone thereto in the breaſt of that Chimney, which ſhall aſcend out of the ſaid Kitchin, and ſhall make and finde all butments meet for the ſaid Chimney. And further, that the ſaid *T. A.* and *R. A.* their Executors and Aſſigns, ſhall make a good and ſufficient Foundation of Brick, &c. and for the ſaid new Frame and Houſe, which Foundation ſhall be 16 Inches above the Ground, and ſhall alſo ſufficiently tile and cover all the ſaid new Frame and Houſe with ſufficient Tiles, and make all Doors, Walls, Floors and Partitions, which ſhall be

Windows to the ſeveral Rooms.

Peremets.

Floors.

Stairs.

Brickwork.

Foundation.

Tiling doors.

be need full, meet or convenient, in, and about the ſaid new Frame and Houſe; and that all the ſaid Walls ſhall be made on the inſide with Lome, and on the outſide with Lime and Hair; and that all the Timber of the ſaid new Frame and Houſe ſhall be covered on the outſide with Lime and Hair, and that the ſaid Chambers over the ſaid Hall, Parlour and Kitchin, ſhall every way jut out, forward and backward, by the ſpace of 16 Inches beyond the ſaid ſeveral Rooms under them. *And* that they the ſaid *T. A.* and *R. A.* their Executors, Adminiſtrators and Aſſigns, ſhall make 2 Seelings of Lime and Hair through all the firſt and 2d Stories of the ſaid new Frame and Houſe, and ſhall find and provide all Timber-ſtuff, workmanſhip, and other things whatſoever, meet or needful for the ſaid Premiſſes, or any of them (all Iron-work, other then Nailes only except) and that all the ſaid Frame, Building, Houſe, Rooms, Chimnyes, and other things afore ſpecified, ſhall be made of, and with good, ſtrong, ſeaſonable, and ſufficient Timber-ſtuff, and ſhall be well and Workmanly made and done, and ſhall be fully and perfectly finiſhed, at, or before the ſaid laſt day of *M.* next coming; for, and in conſideration of which ſaid new Frame and Houſe, and of all other the Premiſſes to be done, performed, and accompliſhed on the part and behalf of the ſaid *T. A.* and *R. A.* their Executors, Adminiſtrators and Aſſigns, in form aforeſaid, the ſaid *T. A.* for him, his Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant and grant to, and with the ſaid *T. A.* and *R. A.* and either of them, and the Executors, Adminiſtrators, and Aſſigns of them, and of either of them, by theſe Preſents, That he the ſaid *T. A.* his Executors, Adminiſtrators or Aſſigns, at, or before the ſaid new Frame, and other the Premiſſes, ſhall be made, ſet up, and accompliſhed in form aforeſaid, ſhall pay, or cauſe to be paid to the ſaid *T. A.* and *R. A.* their Executors, Adminiſtrators or Aſſigns, for the making and accompliſhing of all the ſaid Work and Premiſſes as aforeſaid, the ſum of 100 l. of lawful, &c. whereof the ſaid *T. A.* and his Aſſigns, to have to his and their own uſe 57 l. and the ſaid *R. A.* his Executors and Aſſigns, to have to his and their own uſe 43 l. In Witneſs, &c.

Furniments.

Seelings. Premiſſes of good ſtuffe and workmanly to be wrought.

Conſideration money to be paid in a form limited.

An Indenture of Covenants, where Carpenters have bargained to pluck down an old Houſe, and build a new by a day in a certain form preſcribed.

THis Indenture &c. Between *R. P.* Cit. and L. of *L.* on the one part, and *T. P.* and *T. M.* Cit. and C. of *L.* on the other part, *Witneſſeth*, That it is covenanted, granted, bargained, concluded and agreed, by, and between the ſaid Parties, in manner and form following, That is to ſay, That the ſaid *T.* and *T.* for them, their Executors and Adminiſtrators, and every of them, do Covenant, &c. in manner and form, as hereafter in theſe Preſents, from Article to Article doth iſſue and follow, *That is to ſay*, That the ſaid *T.* and *T.* their Executors or Aſſigns, at their own proper Coſts and Charges, before the 6th of *M.* next, &c. ſhall take down to ground all the Timber, and

Take down the old building.

of all that old Frame of those Tenements of the said *R.* in *B.* Street in the Parish, &c. now in the Occupation of the said *R.* containing in length, from North to South, 50 Foot, or thereabouts; and then shall assign the Plat to the Brick-layers, for the Foundation of a new Building in the same place to be erected, and on the said Plat, at their said Costs and Charges, shall, before the 6th of *J.* next, &c. well and workmanly, and of good, sound, and strong Timber of Oak, competent and sufficient for such a Building, and of convenient scantling, and in good proportion, erect, build and set up, and fully finish one new Frame, intire and perfect in all things belonging to Carpenters Work, of the length of 50 Foot as aforesaid, or thereabouts, as shall fitly and aptly supply the place wherein the the said old Frame doth stand, and to be in height 2 Stories, and one Garret, with 2 Floors of good and sound somers and joists of Oak, well framed and laid (Boords for the said Floors only to be found at the Charges of the said *R.* his Executors, Administrators,) And the neather Story of the said new Frame to be in wideness from the outside, Plat to Plat 17 Foot, and in height 9 Foot, or above, and the 2 Story to jut to the Street one Foot and 8 Inches, and to be in wideness 18 Foot and 8 Inches, and to be in height 8 Foot, and the neather Story to be divided into an Entry, a Kitching, and a Hall, a Buttery, and a Parlour, and the upper Story into 3 Chambers, according to a Plat which the said *T. T.* have thereof delivered to the said *R.* drawn in Paper; and that there shall be in the said Hall-room, towards the Street, one Bay Window of 8 Foot broad of fair wrought Marvils, with a transcent, and of convenient heighth, and other like Bay Window in the same Room, towards the West, of 6 Foot in breadth, and a cleer Story adjoyning to the North side of the said bay Window towards the street, and one other bay Window in the said Parlour Room, with fair wrought Marvils, and a Transcent towards the Street, to be 8 Foot broad, and a cleer Story, with a Transcent in the West side of the same Parlour-Room of 4 Foot in breadth; and also that the said *T.* and *T.* at their like Charges as foresaid, shall make one stair to lead out of the said Hall-Room into the Story above, with one cleer Story of 2 Foot and a half in the Frame, to give light to the same stair, and another cleer Story of 2 Foot in breadth, to give light to the Butterey aforesaid, and in the Street-side of the Kitchin one clear Story, with a Transcent of 9 Foot in breadth, and in the Chamber over the Kitching, on the Street-side, one bay Window with a Transcent, and wrought, to be of 6 Foot wide, and a clear Story adjoyning to the North side thereof, of 4 Foot wide, and one other like clear story on the West side of the same Chamber, of 4 Foot wide, and in the Chamber over the the Hall, towards the Street, one bay-Window, &c. and in the Chamber over the Parlour, 2 fair shutting Windows, &c. And it is bargained and agreed between the said Parties, for them, their Executors and Administrators, that the Ground-plats of the said Frame to be newly built, shall be 8 Inches thick, or above, and in breadth 9 Inches, or above; and all the principals shall answer accordingly, and that there shall be 3 Dormants in the East side of the Garret seiling directly over the bay Windows of the said 2 Story, containing 8 Foot in wideness apiece, and the Windows in the said Dormants to be four Foot wide apiece; and also Falling-Windows to shut in the same, and all the East-side

Assign the plat to the Brick-layers, for the Foundation.

Set up a new Frame. Length.

Two Stories and a Garret high.

Floors, wideness and height of the Stories.

Division of the Stories into Rooms, according to a plat drawn.

Windows in the Hall and Parlour.

Stair out of the Hall, to ascend.

Light to the Stair.

Windows to the Kitchin and Chambers.

The thickness and breadth of the ground plats and quality of the principals.

Dormants and Windows in the Garret.

of

of the ſame new Frame from the Ground to the top of the Dormants, to be punchiond and ſpace of good order and well framed, and alſo that neather Story of the ſaid new Building on the Weſt ſide to be punchiond and ſpace as aforeſaid, and all the ſaid new frame duly to anſwer in all things to ſuch a Plat as aforeſaid, which the ſaid *T.* and *T.* have already thereof delivered and ready drawn to the ſaid *R. P.* as aforeſaid, all the partitions and doors to be neceſſary into the ſaid new frame likewiſe to be made and finiſhed in the ſame by the ſaid *T.* and *T.* or their Aſſigns, at their own Coſts and Charges aforeſaid, before the 6th of *J.* next, &c. For and in conſideration of which ſaid Bargains, Covenants, Promiſes, Articles and Agreements of the part of the ſaid *T.* and *T.* by them, their Executors and Adminiſtrators well and truly to be performed, fulfilled and kept, the ſaid *R.* hath paid in hand to the ſaid *T.* and *T.* at the enſealing hereof, 25 l. &c. of and for the which 25 l. the ſaid *T.* and *T.* doth releaſe and acquit the ſaid *R.* and his Executors, by theſe Preſents. And The ſaid *R. P.* for him, &c. doth Covenant, &c. to pay *moreover* to the ſaid *T.* and *T.* their Executors or Adminiſtrators other 25 l. in form &c. *that is to ſay*, at the firſt erecting of the ſaid new frame, 12 l. 10 s. and at the clear finiſhing of the Premiſſes other 12 l. 10 s. the full and clear agreement for the bargain above ſpecified. Saving only that it is agreed between the ſaid parties, That if the ſaid *T.* and *T.* or the Survivor of them, will upon their Faith and Conſciences ſay and affirm, at the clear finiſhing of the Premiſſes in form aforeſaid, that they then are loſers by the ſaid Bargain, that then upon ſuch ſaying and affirmation of the ſaid *T.* and *T.* or of the Survivor of them, he the ſaid *R. P.* his Executors or Adminiſtrators, upon reaſonable requeſt therefore made, ſhall and will freely give to the ſaid *T.* and *T.* or to the Survivor of them, the Sum of 4 l. of &c. as of the clear gift and free good will of the ſaid *R.* And the ſaid *T.* and *T.* covenanteth, &c. That they the ſaid *T.* and *T.* or the Survivor of them, ſhall begin to erect and ſet up the ſaid new frame, at or before the laſt of *A.* next, &c. without fraud or further delay. In Witneſs, *&c.*

The Street ſide of the building to be punchiond and ſpace.

The frame to anſwer the plat Doors and Partitions.

Conſideration for the building.

A ſum in hand. The reſt at days.

If the Workmen be loſers, then to have 4 l. more given them.

Articles of Agreement amongſt Creditors, for levying their Debts due by their Debtor.

ARticles *Tripartite* Indented of Agreements made and agreed upon the 16th day of *M.* in the 23d. year, &c. Between the Creditors of *M. F.* late Cit. and *M* of *L.* deceaſed, whoſe names together with their debts to them ſeverally owing by the ſaid *M* are ſpecified in a ſeveral Schedule to every part of theſe Preſents ſeverally annexed on the firſt part; and *A. M.* Cit. and *M.* of *L.* a Creditor alſo of the ſaid *M.* on the 2d. part; and *E. F.* of *L.* Wid. late wife of the ſaid *M. F.* on the 3d. part, in manner and form following, *That is to ſay*;

First, The ſaid Creditors, and every of them have agreed, and by theſe preſents do agree to and with the ſaid *A. M.* and *E. F.* that the ſaid *A.* ſhall and may have and take the Adminiſtration of all the Goods, Chattels and Credits which were of the ſaid *M. F.* deceaſed, according to the Eccleſiaſtical Laws of this Realm, thereof to diſpoſe and adminiſter according to the tenure of theſe preſent Articles, and not otherwiſe. 2. **Item**, That in conſideration of ſuch Pains as the ſaid *A.* ſhall take about the ſaid Adminiſtration, upon his true and reaſonable account thereof making before ſuch ſuch Auditors as the ſaid Creditors, or the more part of them ſhall aſſign to take the ſaid account, ſhall have allowance of all his reaſonable coſts and charges, as well by Suits of Law as otherwiſe, by him to be defrayed about the ſaid Adminiſtration, and moreover 4 d. of every 20 s. in value whereof he ſhall Adminiſter: *And alſo*, that the ſaid *A.* at every Dividend making ſhall and may retain for his own debt owing by the ſaid *M. F.* ſuch rate and portion according to the quantity of his debt, as he ſhall divide and pay to the other Creditors according to the quantity of their debts ſeverally. 3. **Item**, *Whereas* there are 2 ſeveral Recognizances of 400 l. apiece, wherein the ſaid *M.* and others for the only debts of the ſaid *M.* did ſtand bound to *W. L.* deceaſed, for payment of 600 l: and one other Recognizance wherein the ſaid *M.* ſtood bound to *L. D.* of *L.* for diſcharging of 200 l. That firſt before any Dividend making, and ſo ſoon as money may and ſhall be made of the goods, chattels, and debts, of the ſaid *M. F.* deceaſed to be Adminiſtred, the ſaid *A. M* ſhall pay to the Adminiſtrators of the ſaid *W. L.* towards the ſatisfaction of the ſaid 600 l. 2 s. of every pound thereof; that is to ſay, 60 l. and to the ſaid *L.* towards the ſatisfaction of the ſaid 200 l. 2 s. of every pound thereof, *that is*, 20 l. over and above their ſeveral portions upon the Dividend to be had, with the ſeveral Creditors aforeſaid. 4. **Item**, That the ſaid *A.* ſhall likewiſe before any Dividend, pay to the ſaid *E. F.* for ſatisfaction of her Title of Dower in the late Manſion-houſe of the ſaid *M. F.* ſcituate in St. *L.* Lane in *L.* 40 l. or ſo much Stuff to that value, and for the Funeral charges of the ſaid *M.* 38 l. 12 s. 6 d. and alſo ſhall deliver to the ſaid *E.* to her own uſe, or ſuffer her to detain and keep to her own uſe and behoof, all her Apparrel and Ornaments belonging to her body, and ſuch other things as ſhe and the Creditors have agreed, as may appear by Writing under their Hands. 5. **Item**, That before any Dividend, the ſaid Creditors or ſome of them, with the ſaid *A. M.* do pay, or take order with *C.* for the debt to him owing by the ſaid *M. F.* for the duty of the Kings Majeſties Cuſtome. 6. **Item**, That the ſaid *A.* ſo ſoon as reaſonably may be, after the Letters of the ſaid Adminiſtration to him had, with and by the conſent, and in the preſence and overſight of *W. S.* Hab. *H. R.* Mer. *J. C.* Hab. and *R. B.* Mar. or 3 of them, ſhall cauſe all the Goods, Chattels and Debts within the Realm of *England* which were of the ſaid *M.* at his deceaſe to be viewed, caſt and priſed by indifferent perſons, and a true Inventory thereof to be made according to the uſual Cuſtome in ſuch caſes uſed in the City of *L.* 7. **Item**, The ſaid *E.* for her part ſhall and will uſe all her beſt endeavour to the revealing of all and ſingular

the

the Goods, Chattels, and Debts of the ſaid *M.* to the ſaid *A. M.* and the other perſons, aforeſaid without any default or delay, on her behalf. 8. Item, That after the ſaid Goods, Chattels and Credits of the ſaid *M* ſhall be ſo viewed, caſt and praiſed, and an Inventory thereof made as aforeſaid, and by the firſt 5 Articles of theſe Preſents conſidered of and provided for, according to the true meaning thereof; That then as well firſt to the ſatisfying of the Contents of the ſaid 5 Articles, and the contents of every of them, as then afterward towards the equal payment of all the ſaid Creditors, the ſaid *A.* ſhall by the conſent and overſight of the ſaid *W. S.* H. *R. J. C.* and *R. B.* or any two of them, make ſuch ſpeedy ſale to the beſt value of all the Goods and Chattels which were of the ſaid *M.* within the Realm of *England*, other then of ſuch as be appointed for the ſaid E. as aforeſaid, and make ſuch ſpeed to gather in, and get ſuch Debts as were owing to the ſaid *M.* as he reaſonably can or may do, and then the Contents of the firſt 5 Articles, firſt provided unto, and ſatisfied, according to the true meaning of the ſame, ſhall from time to time proportion and divide all the reſt that ſh ll be come to his hands at any time, of the Goods, Chattels and Debts of the ſaid *M.* unto every of his ſaid Creditors rate and rate-like according to the quantity of their ſeveral Debts and upon reaſonable requeſt and proof of their ſeveral reaſonable acquittances for their particular Receits, ſhall and will make to every of them undelayed payment accordingly from time to time, as often as he the ſaid *A.* ſhall have any thing whereof ſuch Dividend may be made, till all the ſaid Creditors ſhall be paid and ſatisfied of their ſaid Debts, if the Goods, Chattels and Debts of the ſaid *M.* will ſo far extend. 9. Item, It is agreed, That the ſaid *H. R.* ſhall enjoy all ſuch Goods and Debts which were of the ſaid *M. F.* and which the ſaid *H.* hath now attached beyond the Seas, the ſame to be towards the payment of ſuch Debts, as the ſaid *M.* did owe there to be paid to the ſaid *H*; and thereof the ſaid *H.* ſo ſoon as may be, to ſhew the Account to the ſaid *A. M.* and 6, 4. or 3 of the ſaid Creditors at the leaſt; and if more be recovered beyond the Seas by the ſaid *H.* of the Goods or Debts of the ſaid *M.* then the Debt which the ſaid *M.* did owe, to be paid there to the ſaid *H*; that then he will accept the overplus in part of payment of his Debt in *England*, and remain Creditor here in *England*, for ſo much the leſs to charge the Adminiſtrator of the ſaid *M F.* 10, Item, that none of the parties aforeſaid ſhall or will do or procure any thing to be done by any Suit, Action, or Attachment againſt the ſaid Adminiſtrator, or any other within the Realm of *England*, whereby the performance of theſe Agreements ſhall or may in any part be impeached, Troubled, Let, or Hindred, and that every of them ſhall diſſolve and relinquiſh all and every former Suits and Attachments whatſoever had or made, which ſhall or may let or prejudice the true fulfilling of the ſaid Agreements contained in theſe Preſents, or any of them. 11. Item, The ſaid *A. M.* doth agree to take upon him the ſaid Adminiſtration, and thereof to Adminiſter truly and faithfully according to theſe preſent Articles, And that if there ſhall come ſufficient to his hands to ſatisfie all the

Creditors

Creditors of the ſaid *M. F.* that then if any thing ſhall remain to him moreover and above this Agreement, that then upon reaſonable requeſt and diſcharge thereof to him given, he will truly yeild all that ſo remaining moreover unto the ſaid *E. F.* for her own uſe, the ſaid *E. F.* upon the receipt thereof putting in reaſonable Surety to the ſaid Adminiſtrator with her own Bond to repay the ſame, or ſo much thereof as ſhall be lawfully and truly recovered by any other Creditor of the ſaid *M.* 12. Item, If any other Creditor or Creditors of the ſaid *M. F.* not party to theſe Articles of Agreement, do at any time Commence any Action or Suit againſt the ſaid *A. M.* as Adminiſtrator of the Goods and Chattels of the ſaid *M. F.* and that the ſaid Creditor or Creditors ſhall thereby lawfully without practice, fraud or covin, recover any of their debts againſt the ſaid Adminiſtrator. Then it is further agreed, That if the Creditors aforeſaid, parties to theſe Preſents, whoſe debts by reaſon and means of this Agreement ſhall be in part paid accordingly, ſhall then out of their ſeveral Dividens, allow, ſatisfie and pay part and part-like unto the ſaid *A. M.* ſo much of their parts, purpart and proportion as ſhall be received upon this Agreement, to ſatisfie and diſcharge the ſaid debt, damages and coſts thereof ſo to be lawfully recovered whatſoever the ſaid *A.* contributing according to his rate toward the ſame. 13. Item, It is further agreed, That if any other the Creditors of the ſaid *M. F.* not party to this Agreement, do Commence any Suit or Suits againſt the ſaid Adminiſtrator, then the ſaid Adminiſtrator ſhall thereof give notice and Certificate unto the ſaid Creditors parties to this preſent Agreement, or to two of them at the leaſt, to the end they may joyn with the ſaid *A.* in defence of the ſaid Suit whatſoever, for the beſt and common Comodity of all the ſaid Creditors. All and ſingular which Agreements aforeſaid, and every Article and Clauſe thereof, every one of the parties aforeſaid on their ſeveral behalfs, as far as in them reaſonably ſhall be, for them and their ſeveral Executors and Adminiſtrators, do covenant, grant, and promiſe to and with all and every other of the parties aforeſaid, and their ſeveral Executors and Adminiſtrators, well and faithfully to hold, do, accompliſh and perform without any fraud or deceit. *In Witneſs whereof* to one part of theſe Preſents remaining towards the ſaid Creditors, the ſaid *A. M.* and *E. F.* have ſet their Seals, and to the 2d. part thereof remaining with the ſaid *E. F.* the ſaid Creditors, and the ſaid *A. M.* have, &c. And to the 3d. part, &c. The ſaid Creditors, and *E. F.* &c.

Articles of Agreement between Debtors and their Creditors, about Compoſition for Debts.

ARticles of Agreement indented, had and made the 16th day of *D.* &c. Between *G. H.* of *B.* Merchant, and *H. J.* Partner with the ſaid *G.* in their Trade and Traffique on the one part, and all thoſe their Creditors, Inhabitants of the City of *L.* who have ſubſcribed their names to theſe Preſents on the other part, for and touching the ſeveral Debts which the ſaid *G.* and *H.* or either of them, do owe unto their ſaid Creditors, or to any of them, as hereafter in theſe Preſents, is particularly expreſſed and declared, *viz.*

FIrſt, where the ſaid *G. H.* hath conſtantly affirmed and alledged unto the ſaid Creditors that the ſaid *G.* and *H.* have lately loſt in their ſaid Trade and Traffique, to the value of 3629*l.* 15*s.* 4*d.* and have ſhewed forth particulars thereof in writing, with further affirmation alſo, that their Creditors in the North parts of this Realm, already have agreed, and thoſe their Creditors of the Weſt parts will alſo immediately conclude and agree, with them for all their Debts, in like form and manner, to the agreement made by theſe preſents, upon and under condition, that the Affirmations and Allegations aforeſaid, ſhall be found to be true, and in no part fained and untrue: All the ſaid Creditors of the City of *L.* and every of them ſeverally, have agreed to accept and take only after the Rate of 10 ſhillings upon every pound of the ſeveral Debts to them ſeverally owing by the ſaid *G.* and *H.* to be paid to them in form following, *viz.* One 3d part thereof on the 26th of *J.* which ſhall be in the year of our Lord God according to the computation, &c. the ſecond third part thereof on the 26th of *J.* &c. and the laſt third part thereof on the 26th of *J.* &c. Item, The ſaid *G.* and *H.* have promiſed and agreed to and with the ſaid Creditors, parties to theſe Preſents, and to and with every of them, that they the ſaid *G.* and *H.* before the laſt day of *J.* next coming, ſhall make, Seal and deliver to every of the ſame their Creditors of *L.* ſeveral Bonds, by their lawful and ſufficient Obligations, with penalties of double the value of their ſeveral Debts, according to this preſent agreement, to be paid in manner and form aforeſaid; and that every of the ſaid Bonds, and the Conditions of the ſame, ſhall be to ſuch effect in Law, that upon default of any of the ſeveral payments therein to be mentioned, or of any part thereof, the ſame Obligation ſhall become forfeit. And further the ſaid *G.* and *H.* have agreed and promiſed, that they, nor either of them ſhall at any time before full payment had and made of all their Debts, according to their Agreement made by theſe Preſents, ſue or procure, receive

receive or put in practice any manner protection prohibition, ſtay or defence, which ſhall bar, prejudice or hinder the ſaid Creditors or any of them, to have, recover or receive, their ſeveral Debts according to this agreement, and ſeveral penalties of the ſeveral Bonds to be made as aforeſaid, if they or any them ſhall fortune to be forfeit as well againſt the ſaid *G.* and *H.* as alſo againſt their Heirs, Executors and Adminiſtrators. **Item**, The ſaid *G.* and *H.* have further promiſed and agreed, that they, nor either of them, ſhall depart this Realm, nor in any place within this Realm conceal or keep themſelves ſecret, or uſe the defence of any priviledged place, againſt their ſaid Creditors of the City of *L.* or any of them, but from time to time ſhall be ready upon Requeſt, or other notice, to yield their bodies to their ſaid Creditors, or any of them, until they ſhall have duly paid and contented to them and every of them their ſeveral Debts to them ſeverally growing payable by force of this agreement. *And* that for the performance of this Article, the ſaid *G.* and *H.* before the 2d. day of *F.* next coming, ſhall become bound to the ſame their Creditors, with ſufficient Sureties with them of &c. by their lawful and ſufficient Writing Obligatory to the ſaid Creditors or ſome of them, before the ſaid 2d day of *F.* whole and ſafe to be delivered. **Item**, The ſaid Creditors of the City of *L.* have agreed ſeverally every one for his own part, that the ſaid *G.* and *H.* and their Executors, from the Sealing and delivery of theſe new Bonds, by them ſeverally to be Sealed and delivered as aforeſaid: ſhall ſtand acquited and diſcharged againſt every ſuch Creditor, upon his Receipt of the new Bond, of and for all the old debt to him due by the ſaid *G.* and *H.* or either of them, and that then every of the ſame Creditors, ſo receiving ſuch new Bond, ſhall deliver to the ſaid *G.* or *H.* all ſuch old Bonds as they now have of the ſaid *G.* and *H.* or either of them, to be cancelled; and alſo that the ſaid Creditors or any of them in the mean time, ſhall not between this and the ſaid 2d day of *F.* ſue, vex or moleſt in the Law, the ſaid *G.* and *H.* or either of them. **Item**, For and in conſideration of ſo great pity and favour by the ſaid Creditors, extended towards the ſaid *G.* and *H.* in the Premiſſes, they the ſaid *G.* and *H.* and every of them, have agreed and promiſed for themſelves, their Executors and Adminiſtrators, that if ever hereafter it ſhall pleaſe God to make them able thereunto, that they will make full Recompence to all and every their ſaid Creditors, of and for ſo much of their ſaid ſeveral Debts aforeſaid, as now by force of this agreement, and tenor of theſe Preſents, do ſtand to them acquitted and diſcharged. **And finally**, as well the ſaid Creditors of the City of *L.* parties to theſe Preſents, as alſo the ſaid *G.* and *H.* for themſelves, their Heirs, Executors and Adminiſtrators, and every of them, have agreed and promiſed together every of them ſeverally for his own part one to another, That they and every of them, his Heirs, Executors and Adminiſtrators for his own part, ſo far as toucheth and concerneth the ſame, ſhall and will truly and uprightly perform, fulfil and accompliſh the agreements, promiſes and concluſions ſpecified in theſe Preſents, according to the true meaning hereof, without any manner of Fraud or Covin. **In Witneſs whereof** to one part of theſe Preſents, remaining with the ſaid *G.* and

and *H.* the ſaid Creditors of the City of *L.* ſo many as have agreed to the Premiſſes, that is to ſay, *F. B.* and *A. N.* Citizens and Aldermen of *L.* Dame *J. W.* of *L.* Wid. *A. G.* Citizen and Ironmonger of *L.* *W. R. C. H.* &c. Citizens and Merchant-Taylors of *L. R. H.* and *T. B.* Citizens and Cloathworkers of *L. F. H.* and *J. R.* Citizens and Drapers of *L.* and *G. H* of the ſame City Salter, have ſeverally ſubſcribed their names, and ſet their Seals, and to the other part of theſe Preſents, with the ſame Creditors remaining, the ſaid *G.* and *H.* have ſet their Seals: *Given*, &c.

An Indenture where a Citizen of London *dyeth, having divers Debts owing him beyond the Sea, his Executor covenanteth with his Wife, (who is to have a 3d part thereof) to ſet his Factor to gather them in, and alwayes as they ſhall be gotten, to anſwer the Woman her part accordingly.*

THis Indenture, &c. Between *A. C.* of *L.* Wid. late the Wife of *J. C.* Citizen and Iron-monger of *L.* deceaſed on the one part, and *H. S.* Executor of the laſt Will and Teſtament of the ſaid *J. C.* on the other part, *Witneſſeth*, That whereas there are Debts which were owing to the ſaid *J. C.* at the time of his deceaſe, and payable at *Hamburg* in the parts beyond the Sea in *Flemiſh* Money, amounting to the Sum of 1879 l. and 4 s. of that Money which is all grown due to have been paid before this time, whereof one full 3d part, that is to ſay, 626 l. 8 d. *Flemiſh* by the Cuſtom of this City of *L.* doth belong and appertain to the ſaid *A.* It is now covenanted, concluded and agreed between the ſaid *A.* on the one part, and the ſaid *H. S.* on the other part, for themſelves, their Executors, Adminiſtrators, Factors, Deputies and Attorneys, in manner and form following, *That is to ſay*, That the ſaid Sum of 1879 l. 4 s. *Flemiſh*, ſhall be ſet down and rated in the Inventory to be made here in *England*, of his Goods, Chattels and Debts, at 24 s. *Flemiſh*, for every pound *Engliſh*. In conſideration whereof, the ſaid *H. S.* doth covenant and promiſe to give, preſent and direct order, to *T. B.* who hath now the doing of the buſineſs of the ſaid *A.* at *Hamburg* aforeſaid, to collect and gather in the ſaid Money there payable with all expedition, and that upon requeſt the ſaid *T. B.* ſhall weekly, from week to week, declare and give true report to ſuch perſon or perſons, as the ſaid *A.* ſhall appoint to require the ſame, how much of the ſame debt he hath received the week before or otherwiſe at any time, and the day of the Receipt thereof, and of whom the ſame and every part thereof was received, and what doth there remain thereof unpaid, to the intent, the ſame *A.* may have plain underſtanding to require her juſt part thereof, to [illegible] as aforeſaid. And further, That he the ſaid *H. S.* his Executors, Adminiſtrators, Agent, Deputies, or Attorneys, ſhall from time to time upon every particular Receipt

of

of the said Debt 1879 l. 4 s. *Flemish*, or any part thereof, content or pay, or cause to be contented and paid to the said *A.* her Executors, or Administrators, herein this City of *L.* at her dwelling house, her full 3d part of all and every such Sum or Sums so received as aforesaid within 2 Moneths next after any several Receipt of the same, in lawful English money; *That is to say*, For every 23 s. 8 d. *Flemish*, 20 s. English: *Provided always*, and yet nevertheless, it is further covenanted and agreed between the said parties, that if at any time after the expiration of 2 Moneths next following from the date of these presents, the said *A. C.* shall lawfully constitute and appoint her Attorney for her and in her name, to take and receive of the said *T. B.* or of any other Deputy or Attorney, to remain for the said *H.* at *H.* aforesaid, the residue of such part of the said debts as then shall be due, and remain unpaid to the said *A.* or for her use, that then the said *T. B.* or other said Deputy or Attorney of the said *H.* shall upon reasonable Request to be made by the said Attorney of the said *A.* well and truly content, and pay to the same Attorney, for the use of the same *A.* all the said residue of her part aforesaid, of the said Debts in *Flemish* money there in *H.* from time to time as it shall be received, without fraud or Covin: In Witness, *&c.*

An Indenture between the Overseers of a Will, and one that marrieth the Wife, and Executrix of the deceased, concerning the Childrens Portions.

THis Indenture, &c. Between *J. C.* Minister of the *French* Church, and *L. H.* of *L.* Stationer, Overseers of the Testament of *G. G.* deceased, on the one part, and *J. de H.* of *L.* Hat-maker on the other part, *Witnesseth*, That whereas the said *G.* on the 25th day of *J.* in the 7th year of the Reign, &c. did make and declare his last Will and Testament in writing, and thereby amongst other things, after his Debts, Funeral, and Legacies paid, did give the one Moyety of all his Goods, as well on this side as beyond the Sea, to his Son *J.* (who is now deceased) and to the Child which his Wife then went with (who now is living, and is named *E.*) willing that if one those Children did decease, that then the other should inherit the part and portion of the so deceasing; Willing *moreover*, that if his Wife should marry again, that then the Childrens Portions should be at the disposion of the Overseers; And that if both the Children should decease, that his Wife should have all, and that she should shew her self pitiful to the poor of the *French* Church, as by the said Testament amongst other things will appear. And now for and in consideration of Marriage to be had and solemnized between the said *J. de H.* and *E.* late the Wife of the said *G. G.* and Executrix of his last Testament aforesaid, and for the faithful performance of the said Testament of the said *G.* duly to be performed, according to the Tenor and effect thereof. The said *J. de H.* for him, &c. covenanteth, &c. to and with the said *J. C.* and *L. H.* their Executors,

Executors, and Administrators, and every of them by these Presents, That he the said *J. de H.* at or before the 29th of *S.* now next coming, shall well and truly deliver, or cause, &c. into the Ordinaries Court (where of right it belongeth) a true and faithful Inventory of all the Goods, Chattels, and Debts whatsoever, and whereſoever, that were of the said *G.* or to him were owing at the time of his deceaſe: And also a true Copy of the said Inventory, to the said *J. C.* and *L. H.* before the same day, plainly and legibly written. And that he the said *J.* his Executors or Administrators, shall and will well and truly pay, or cause, &c. to the said *E.* Daughter of the said *G.* and of the said *E.* his Wife, in good and lawful mony of *England*, at the day of her Marriage, or of the age of 21 years, first happening, or sooner, to any other person or persons for her use, and to such further use as is appointed by the Testament of the said *G.* if the said *J. C.* and *L. H.* shall think it so meet, and so assign and appoint the full Moyety, and one half of the full value of all the said Goods and Chattels, which were of the said *G.* (the Debts by him owing, and the charges of his Funeral, and his Legacies given by him in his said Testament, first being deducted and abated from all the whole Goods which were of the said *G.*) And that if it do fortune the said *J. de H.* to deceaſe, and the said *E.* the Mother him to survive; That then he the same *J.* shall leave to the said *E.* the Mother, so much in Goods, Chattels, and ready mony, of the proper Goods of the same *J. de H.* which shall come to the hands, custody, use, and free enjoying of the said *E.* to her own use and commodity, as by the least shall amount and come to the value of one full Moyety of all the said Goods and Chattels, which were of the said *G.* her late Husband. And if it do fortune the said *E.* the Mother to deceaſe, leaving no more or other Children of her body begotten then only the said *E.* her Daughter, that then the said *J.* his Executors or Administrators, shall further yield and deliver to be paid to the said *E.* the Daughter, at the said time of her Marriage, or age of 21 years first happning, 20 l. of &c. over and above her part and portion aforesaid, and then immediately upon the deceaſe of the said *E.* the Mother, or within 6 moneths after the same deceaſe, shall deliver and bestow the same *E.* the Daughter, and all her said part and portion, where the said *J.* and *L.* or the Survivor of them, or their Executors shall appoint and think convenient: And that then also the said *J.* his Executors or Administrators, shall moreover give and pay unto *A.* &c. Sister of the said *E.* the Mother of the same *A.* being then living 10 l. of &c. and other 10 l. to &c. if the same &c. be then living: And that if it do fortune the said E. the Daughter to deceaſe, and the said *J. de H.* and the said E. his Wife her to survive, that then the said *I. de H.* or the said *E.* his Wife, or their Assigns, shall within, &c. next following the deceaſe of the said E. the Daughter, give and pay to, and amongst the poor people of the *French* Church of *Lon.* 20 Marks of &c. And also that if it do fortune both the said E. the Mother, and E. the daughter to deceaſe, and the said *I. de H.* them to survive, that then he the said &c. shall and will give, and pay unto &c. and pay &c. In wit neſs, &c.

An Indenture of Covenants amongſt 3 perſons having a Leaſe, that every of them ſhall bear a 3d part of Rent and all Charges, &c.

THis Indenture tripartite, made, &c. between *P. C.* Cit. and Skinner of *L.* on the firſt part, and *T. L.* Cit. and Merchant-Taylor of *L.* on the 2d part, and *T. R.* Cit. and Skinner of *L.* on the 3d part, Witneſſeth, That *whereas* the ſaid parties are, and ſtand poſſeſſed of, and in, the Meſſuage, Inne, and Tenement called the *S.* ſcituate and being in the Pariſh of St. *C.* nigh the Temple-Bar, in the County of *M.* and of and in all and ſingular Houſes, Buildings, Shops, Cellars, waſt Grounds, Entries, Iſſues, Wayes and other Commodities, Rents and profits to the ſame belonging: That is to ſay, Every of them, of a full 3d. part of all and ſingular the Premiſſes, into 3 equal and even portions to be divided, for and during the ſeveral terms hereafter mentioned; That is to ſay, For and during the term of 13 years, mentioned and granted, in and by a certain Indenture of Leaſe, dated, &c. made by one *M. M.* Wid. to the ſaid *P. C.* of and touching the Premiſſes, which Term did commence at the Feaſt of *G.* &c. then laſt paſt, before the date of the ſaid Term, and for and during the Term of 30 years mentioned and granted in, and by the Letters Patents, of our ſaid Soveraign Lord the Kings Majeſty, under his Highneſs Great Seal of *England*, dated, &c. granted by our ſaid Soveraign the Kings Majeſty, to *C. H.* Eſq; of and in the Premiſſes, as by the ſaid Indenture of Leaſe, and Letters Patents aforeſaid, and ſundry other Conveyances thereupon had and made, more at large it doth and may appear, It is now covenanted, granted, concluded and agreed by and between the ſaid Parties, and every of them; and every of them ſeverally by himſelf, and for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to and with each other of them, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That they and every of them for himſelf, and the Executors, Adminiſtrators and Aſſigns, of every of them, for his, their and every of their parts, ſhall not only well and truly content and pay, or cauſe, &c. the full 3d. part and portion of all and ſingular ſuch yearly Rents, as are reſerved in and by the ſaid Indenture of Leaſe, and Letters Patents aforeſaid, or either of them, at the dayes, times and places limited and appointed for the payment thereof, and that from time to time, for and during all the ſaid ſeveral Eſtates, and Terms of years before mentioned; But alſo ſhall at all times hereafter, and from time to time, for and during all the terms aforeſaid, pay, bear, allow, and diſburſe every one of them, the full 3 d part and portion of all ſuch Sum and Sums of Money, and other charges whatſoever, as ſhall grow due or payable, or ſhall be convenient or neceſſary to be born or paid, for the reparations of the Premiſſes, or for recovery or defence of the Title thereof, or of any parcel thereof.

And

And alſo ſhall condeſcend and agree to all and every ſuch Actions, Suits, and other Act and Acts which ſhall be neceſſary or convenient to be attemped, proſecuted or done, for touching or concerning the Premiſſes, or any part or parcel thereof, tending to the profit or benefit of the ſaid Parties: And ſhall not do, procure, or cauſe to be done, any Act or Acts, Thing or Things, whereby, or by reaſon whereof, the Eſtate, Intereſt, Title or Term of years, of the ſaid other Parties, or any of them, of, and in the Premiſſes, or any parcel, ſhall, or in any wiſe may be impaired, hindred, determined, avoided or forfeited, except it be by and with the conſent and agreement of each other of them, in that behalf firſt had and obtained in Writing, under his or their Hands and Seals: In Witneſs, &c.

An Indenture of Covenants, where 5 perſons have laid out a ſum of Money upon a Leaſe in Mortgage; That every of them ſhall have equal and rateable benefit in the Leaſe, &c.

This Indenture quinque-partite, made, &c. between *W.D.* of *L.* Alderman, on the firſt part, *M.C.* of *L.* aforeſaid Alderman, on the 2d part, *A.S.* of *L.* aforeſaid Mercer, on the 3d part, *T.A.* of *L.* aforeſaid on the 4th part, and *W.G.* of *L.* aforeſaid Iron-Monger, on the 5th part, Witneſſeth, That *whereas* the Right Honourable *H.* Earl of *H.* by his Indenture of Leaſe, dated 21 of *J.* now laſt paſt, for and in conſideration of making aſſurance to the Parties aforeſaid, their Executors and Aſſigns, for the payment of 6000 l. of &c. to them to be paid at any time within 6 years next after the date of the ſame Indenture of Leaſe, hath demiſed, granted, and to Farm letten unto the ſaid Parties, all that his Mannor and Lordſhip of *A.* in the County of *A.* with all and ſingular the Appurtenances, and all Lands, Tenements, Rents, Reverſions, Services and Hereditaments whatſoever, to the ſaid Mannor belonging or appertaining, or occupyed, uſed, demiſed or leaſed, as part, parcel, or member of the ſame, or reputed, taken, counted or known as any part or member thereof: To have and to hold the ſame Manor, &c. unto the Parties aforeſaid, their Executors and Aſſigns, from the day of the date of the ſaid Indenture of Leaſe, for, and during the term of a 100 years, without any manner of Rent therefore paying, under the condition of the ſaid Indenture mentioned and declared, which is for the ſure payment of the ſaid Sum of 6000 l. to the Parties aforeſaid, their Executors or Adminiſtrators to be paid, as by the ſaid former Indenture plainly, and at large may and will appear. And whereas, the ſaid Sum of 6000 l. is not yet fully paid by the ſaid parties, to the ſaid Earl, or his Deputy or Deputies, in his Name, to his Lordſhips uſe, as he ſhall have need thereof, or of any part thereof; either of the ſaid Parties themſelves, or ſome of them, or elſe ſome other unto whom the ſaid Parties, or ſome of them, ſhall become bound for the payment thereof. Now, to the intent it may alwayes appear,

What, and how much the ſaid Earl, or any for him, or in his Name heretofore hath had or received, or hereafter ſhall have or receive of the ſaid Sum of of 6000 l. at the hands of the Parties aforeſaid, or any of them, They the ſaid Parties, have accorded with the ſaid Earl, to make a ſeveral Roll indented betwixt every of the ſaid Parties ſolely by himſelf on the one part, and *C.S.* Gent. Servant of the ſaid Earl, and now Agent of his buſineſs here in *L.* on the other part. In which ſeveral Rolls ſhall be ſeverally expreſſed, all ſuch Sum and Sums of money, as ſuch party keeping ſuch Roll hath lent, delivered, or been bound for, or hereafter ſhall lend &c. in the behalf of the ſaid Earl, as ſhall be otherwiſe payable by the ſaid Earl, to ſuch party to ſuch Roll as aforeſaid. And, to the intent, that the ſaid Parties amongſt them all, ſhall not defraud, or charge themſelves for the ſaid Earl, upon the aſſurance of the Leaſe aforeſaid, with any more money or further then the ſaid 6000 l. ſhall ſuffice to ſatisfie all and every the ſaid Parties, their Executors and Adminiſtrators, as well for the principal Debts and Bonds by them made, or to be made as aforeſaid: As alſo for all Intereſts, for the forbearing of any the Sum or Sums of mony aforeſaid, the ſaid Parties, and every of them, for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to, and with all and every the other of the ſaid Parties, and their ſeveral Executors and Adminiſtrators, in manner and form following; That is to ſay, That every of them, for his ſeveral party, upon every reaſonable Requeſt and Requeſts of any other the ſaid Parties, his Executors, Adminiſtrators or Aſſigns, ſhall and will ſhew forth to the party, his Executors, Adminiſtrators or Aſſigns, making ſuch Requeſt, his part of the Roll indented aforeſaid, ſo as He or They making ſuch Requeſt, may ſee, peruſe, and read the Contents thereof. And that none of the Parties aforeſaid ſhall defray upon the Aſſurance of the ſaid Leaſe, for his one ſeveral part above the ſum of 1000 l. until he ſhall firſt have made the ſaid other Parties privy thereof. And alſo, they the ſaid Parties, or any them, or their ſeveral Executors or Adminiſtrators, ſhall not make any Surrender of the ſaid Leaſe, or any Releaſe, Acquittance, or other Diſcharge, of, or for the ſaid ſum of 6000 l. or any part thereof, or knowledge any Receipt, thereof, or of any part thereof, in, or to the avoiding or determining of the ſaid Leaſe, without the Joynt aſſent and conſent, in and by Writing of all the other parties, their Executors, Adminiſtrators or Aſſigns: And alſo, that if any the ſaid Parties do happen to deceaſe before he ſhall be fully and truly paid, and ſatiſfied by the ſaid Earl, his Heirs, Executors, Adminiſtrators or Aſſigns, of, and for all and every ſum and ſums of Money to be contained and expreſſed in his part, of ſuch Roll indented as aforeſaid, towards him the ſame party remaining, That then the Survivors, and the Survivor of all the ſaid Parties, his Executors, Adminiſtrators and Aſſigns, ſhall aſſent, agree and ſuffer, that the Executors and Adminiſtrators, of every ſuch party ſo deceaſing, having any ſum or ſums of Money unpaid, and expreſſed in ſuch his part of ſuch Roll indented, with him remaining as aforeſaid, ſhall, and may have and enjoy ſuch Benefit, Advantage and Commodity, of, and by the ſaid Leaſe, and the Manor and Lordſhip, Lands, Tenements and Hereditaments, with their Appurtenances thereby demiſed as aforeſaid, as the ſaid party ſo deceaſing

To make no Surrender.

ſing ſhould and might, or in right and equity ought to have had or taken thereof or thereby, if all the ſaid Parties ſhould have lived together, and they, and any of them had made no manner of Grant, Alienation, or Encumbrance of the Premiſſes, or any part thereof: And finally, every party of the parties aforeſaid, for himſelf, &c. doth Covenant, &c. to, and with &c. *Item ſic pro antea Covent. eſt*, That they, the ſaid Parties, nor any of them, their Executors, Adminiſtrators or Aſſigns, ſhall do, knowledge, or conſent unto; or cauſe to be done, knowledged or conſented unto any Act or Acts, Thing or Things, which ſhall or may hinder, barr, or prejudice the other parties, or any of them, or their ſeveral Executors or Adminiſtrators from the Premiſſes, or any part thereof, which they, or any of them, in equity and conſcience might or ought to have, to all, and every which ſaid Covenants, Articles and Agreements aforeſaid, on the ſeveral behalfs of every of the ſaid parties, his Executors and Adminiſtrators, truly to be kept with every other of the ſame Parties, their ſeveral Executors and Adminiſtrators, of every of the ſame Parties, doth bind himſelf unto every other of the ſaid Parties in the Sum of 2000 Marks of, &c. by every other of the ſaid Parties, by their Executors and Adminiſtrators, ſeverally to be had and recovered againſt him of the ſaid Parties aforeſaid, his Executors and Adminiſtrators, which, for, and on his or their own part ſhall make default, to perform the Covenants, Articles and Agreements aforeſaid, or any of them, according to the intent and true meaning of theſe preſents, In Witneſs, *&c.*

None to do any thing to prejudice the other.

Obligation.

An Indenture, where one having taken a Leaſe of a Shop, and bought a ſtock of Wares therein upon Credit, for which Wares A. B. *giveth his Bond; the Buyer for* A. B. *his Indempnity Aſſigneth him the Leaſe, and entereth Covenant, that if he himſelf make default in payment,* A. B. *ſhall enter into the Shop, and ſeiſe all the Wares for payment of the Debt.*

THis Indenture, &c. between *T. C.* and *W. C.* Cit. and Habe:daſhers of *L.* on the one part, and *J. C.* Cit. &c. on the other part, Witneſſeth, That whereas *W. S.* Merchantaylor of *L.* by his Indenture of Leaſe, bearing Date, &c. Hath Demiſed, &c. unto the ſaid *T.* and *W. C.* all that Shop, with a little Yard, and 2 Warehouſes lying behind the ſame, late in the Occupation of *R. N.* Leatherſeller, and now in the Tenure of the ſaid *T.* and *W.* which have been parcels of the now Manſion, or Dwelling-Houſe of the ſaid *W. S.* ſet, lying, and being in *W.* in the Pariſh of *A.* within the City of *L.* together with certain Implements, Ware-cheſts, Shelves, and leaden Weights, at this preſent remaining within the aforeſaid Shop and Warehouſes, particularly expreſſed and mentioned in a Schedule indented; to the ſaid former Indenture annexed, (except, as in the ſaid former Indenture is excepted) To have and

Recitation of the Demiſe made to the Aſſignors.

The Habend.

to hold the ſaid Shop, little Yard, Warehouſes and Implements (except before excepted,) unto the ſaid *T.* and *W.* their Executors and Aſſigns, from the day of the date of the ſaid former Indenture unto the laſt day of *D.* then and now next coming, and from the ſame laſt day of *D.* unto the end and term of 4 years from thence, &c. And whereas alſo the ſaid *W.* by the ſaid former Indenture, hath bargained and ſold to the ſaid *T.* and *W.* a ſtock of Haberdaſhers Wares, amounting to the value of 200 l. for, and in conſideration whereof, and of the demiſe aforeſaid, and other things in the ſaid former Indenture ſpecified, the ſaid *T.* and *W. C.* have by the ſame Indenture covenanted and granted, to pay to the ſaid *W. S.* and his Executors, divers ſums of lawful, &c. at divers ſeveral dayes yet to come, at the ſaid Manſion houſe of the ſaid *W.* That is to ſay, on the laſt day of *D.* now next coming 7 l. and yearly after the ſame laſt day of *D.* during 4 years, from thence next following, for the Rent of the Premiſſes demiſed by the ſaid former Indenture 42 l. of &c. on the Feaſt dayes of the Annunciation, &c. or on the 20th day, alwayes next and immediately inſuing every of the Feaſts dayes aforeſaid, by even portions, and in full recompence, ſatisfaction and payment, of, and for all the ſaid ſtock of Wares 200 l. of, &c. in manner and form following, &c. as by the ſaid former Indenture containing divers other Covenants and Articles, more at large will appear. *And whereas* the ſaid *J. C.* at the ſpecial and earneſt Requeſt of the ſaid *T.* and *W.* with them, by one Obligation, bearing date as the ſaid former Indenture, is become joyntly and ſeverally bound to the ſaid *W. S.* in the ſum of, &c. of lawful, &c. for the performing, fulfilling, and obſerving of all and ſingular Covenants, Grants, Articles, and Payments mentioned in the ſaid former Indenture, for, or on the part of the ſaid *T.* and *W.* their Executors and Adminiſtrators, to be obſerved, performed, or fulfilled, as by the ſame Obligation and Condition thereof, more plainly may and will appear. Now the ſaid *T.* and *W.* for, and towards the indemnity, and clear keeping harmleſs of the ſaid *J. C.* his Heirs, Executors, Adminiſtrators, and every of them, of, and from the ſaid Obligation, and of, and from all Demands, Coſts, Loſſes, Damages, or Troubles thereby or thereof to grow or ariſe, to, or againſt them, or any of them, by reaſon or means of the ſaid Obligation, have given, granted, aliened, bargained and ſold, and by, &c. do give, &c. unto the ſaid *J. C.* and his Aſſigns, for their one uſe, all the Eſtate, Right, Title, and Intereſt whatſoever, which they the ſaid *T.* and *W. C.* have, or either of them hath, of, in, and to the ſaid Shop, &c. in as large and ample manner as they the ſame had of the demiſe of the ſaid *W. S.* as above in theſe Preſents is recited, together with the ſaid former Indenture, containing the ſame Demiſe, and the ſaid *T.* and *W.* Covenant, &c. That they the ſaid *T.* and *W.* their Executors and Adminiſtrators, ſhall and will from time to time, truly pay, or cauſe &c. to the ſaid *W. S.* his, &c. all and ſingular the ſaid ſums of money, at the place, day and time, wherein the ſame ſhall be ſeverally payable, in manner and form above recited, without any default to be made of or in payment of any of the ſame ſums of money, or of any part thereof, contrary to the tenor and effect of the ſaid former Indenture, and that the ſaid *J. C.* his Executors and Adminiſtrators, ſhall, and may lawfully and quietly,

from

from time to time, from henceforth, till the end of the ſaid 4 years, enter into the ſaid Shop, Yard, and Warehouſes, ſee to, and peruſe all the Wares in the ſame; and that as often as the ſaid *J. C.* his Executors or Adminiſtrators, ſhall make requeſt thereof at the ſaid Shop, the ſaid *T.* and *W.* or the Survivor of them, ſhall ſhew and maintain to the ſaid *J. C.* their whole Eſtate, and all their Books of Accounts, without any fraud or covin; and that if the ſaid *T.* and *W. C.* their Executors and Adminiſtrators, ſhall make default in payment of any payment aforeſaid, or of any part thereof to the ſaid *W. S.* his Executors, &c. when the ſame ſhall be due, or if upon view of the Eſtate, and accompts of the ſaid *T.* and *W.* or of the Survivor of them; it ſhall appear, that they, or the Survivor them, ſhall be inſufficient to obſerve and keep their payments then behind to the ſaid *W.* and his Executors, that then it ſhall and may be lawful to the ſaid *J.* his Executors and Adminiſtrators, to enter into and poſſeſs the ſaid Shop, Yard, Warehouſes, Implements, Warecheſts and Weights, and to ſeiſe and poſſeſs all the ſtock of Wares in the ſaid Shop and Warehouſes then to be found, for, and towards the ſatisfaction of ſuch of the Sums of money aforeſaid, as then ſhall remain unpaid to the ſaid *W. S.* his Executors and Adminiſtrators, without any lett, reſiſtance, fraud, deceipt, or covin therein to be done or uſed to the contrary by the ſaid *T.* and *W.* or either of them, their Executors, Adminiſtrators, or any of them; and if the ſaid *T.* and *W.* their Heirs, Executors and Adminiſtrators, and every of them, for his and their part, ſhall hold, keep, and fulfil towards the ſaid *J. C.* his Executors, Adminiſtrators, all and ſingular Covenants, Grants, Articles and Agreements aboveſaid, on their, or any of their parts to be holden, kept or performed, according to the tenor and true intent of theſe Preſents to the ſaid *J. C.* Covenanted, &c. to and with, &c. that then one ſingle Obligation of, &c. of the date of theſe Indentures wherein the ſaid *T.* and *W.* are bound to the ſaid *J. C.* ſhall be clearly and utterly void and fruſtrate, and of no manner of force, ſtrength or effect, *In witneſs*, &c.

An Indenture of Covenants, between a Man and a Woman to be married, where the Husband doth Covenant not to defeat the Wife of a third part of Goods after the Cuſtom, and to ſuffer her to make a Will, dying before him; and where the Woman hath aſſured Copy hold Land, and entreth Covenants for Warranty.

THis Indenture tripartite, &c. between *E. E.* Cit. and Grocer of *L.* on the firſt part, and *E. H.* and *H. J.* Cit. and Mercers of *L.* on the 2d part, and *E. F.* of *L.* Widdow on the 3d part, *Witneſſeth*, That for, and in conſideration of a Marriage to be ſhortly had and ſolemnized between the ſaid *E. E.* and *E. F.* It is covenanted, granted, concluded, condeſcended, and fully agreed, by, and between the ſaid parties, to theſe Preſents, in manner and form following, That is to ſay, That the ſaid *E.* for him, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them covenanteth, &c.

to, and with the ſaid *E.H.* and *H.* and either of them, their and either of their Executors and Adminiſtrators, and every of them, by theſe Preſents, That he the ſaid *E. E.* hath not at any time heretofore done, nor ſhall at any time hereafter do or conſent to any Act or Thing upon Fraud or Covin, to the intent to defeat the ſaid *E.* of ſuch part and portion of the Goods, Chattles and Debts of the ſaid *E. E.* as by the Law and Cuſtom of the City of *L.* to her ſhould, or might have have been due, incident or belonging, as Wife to the ſaid *E.* if the ſaid Act or Thing had not been had or done. And further, that ſhe the ſaid *E.* ſhall or may at any time during the Coverture between her and the ſaid *E.* without any lett or diſturbance of the ſaid *E.* or any other, by his means make and declare her Will or Teſtament, and thereby, or by any other Writing by her ſubſcribed, give, bequeath, aſſign, or appoint to any perſon or perſons, any ſum or ſums of Money, ſo as the ſame exceed not in the whole the value of 500 Marks, of, &c. And that if he the ſaid *E.* do over-live the ſaid *Elizabeth*, that then his Executors or Adminiſtrators, ſhall and will within convenient time, next after reaſonable Requeſt in that behalf to be made, execute and perform, or cauſe, &c. the ſame her Will or Teſtament, Gift, Requeſt Aſſignment or Appointment, to any value not exceeding in the whole the ſum of 500 Marks, according to the true meaning of the ſaid Will or Writing. And whereas ſhe the ſaid *E.* for, and in conſideration of the Premiſſes hath heretofore ſurrendred all that the cuſtomary Meſſuage or Tenement, with the Appurtenances, now being in the Tenure or Occupation of *M. C.* Citizen and Alderman of *L.* or his Aſſigns, ſcituate, lying and being in *H.* in the County of *M.* and all and ſingular other her cuſtomary Meſſuages, Lands, Tenements, and Hereditaments whatſoever, with their Appurtenances, in *H.* aforeſaid, being parcel of the cuſtomary Lands of the Mannor of *H.* Parſonage, into the hands of the Lord of the ſaid Mannor, to the uſe of the ſaid *E. E.* for, and during all the term of his natural life, and from and after his deceaſe, to the uſe of the ſaid *E.F.* for and during all the term of her natural life. And from and after the deceaſes of the ſaid *E.* and *E.* to the uſe of the right Heirs of the ſaid *Edward* for ever. And whereas, it is further agreed between the ſaid *E.* and E. that all other Lands, Tenements or Hereditaments, either Free-hold or Copy-hold, whereof ſhe the ſaid E. hath, or ſhall have any Eſtate of Inheritance, ſhall be aſſured to the like uſes, as have been before mentioned. Now the ſaid *Elizabeth* doth Covenant, &c. That ſhe the ſaid E. ſhall and will at all times, during the life of the ſaid *Edward*, at ſuch time and times whenſoever the ſaid *Edward* ſhall think meet, upon reaſonable Requeſt in that behalf to be made, and at the coſts and charges in the Law of the ſaid *Edward*, ſufficiently convey and aſſure to ſuch perſon or perſons, and their Heirs, as the ſaid *Edw.* ſhall name or appoint, to the only uſe and behoof of the ſaid E. and *E.* and of the Heirs and Aſſigns of the ſame *Edw.* for ever, abſolutely, without any condition, all ſuch Lands, Tenements and Hereditaments, either Free hold or Copy-hold, whereof ſhe the ſaid *E.* hath, or is intituled to have, any Eſtate of Inheritance, by Cuſtom, or otherwiſe, accordingly as by the ſaid *Ed.* or his Learned Council ſhall be deviſed or adviſed. And further, the ſaid *E.F.* covenanteth &c. with the ſaid E. E. his, &c. that all and ſingular the ſaid Meſſuages, Lands, Tenements

and

and Hereditaments, as well Freehold as Cuſtomary, with their Appurtenances, and every part and parcel thereof, now be, and from time to time and at all times hereafter ſhall remain and continue clearly diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all Gifts, Grants, Bargains, Sales, Leaſes, Surrenders, Forfeitures, Seiſures, cauſe and cauſes of Forfeiture or Seiſure, and of and from all other Charges, &c. had made, done, or conſented unto, or to be had, &c. by the ſaid *E. F.* or by any other perſon or perſons by her aſſent, conſent, means, commandment or procurement, except one Leaſe by her made to the ſaid *M. C.* for one term, which ſhall expire within one year now next enſuing, of the ſaid Meſſuage or Tenement with the Appurtenances now in his Occupation. And alſo that if ſhe the ſaid *E.* do over live the ſaid *Edward*, that then ſhe or any other perſon or perſons by or under her Aſſent, Conſent, Means, Title, Commandment or Procurement, other then the Heirs and Aſſigns of the ſaid *Edward*, ſhall not at any time, during her natural life, do commit or conſent unto any manner of Act or Acts, Thing or Things whatſoever, either directly or indirectly, whereby all or any of the ſaid Cuſtomary Meſſuages, Lands, Tenements, or Hereditaments, or any part or parcel of any of the ſame, ſhall or may be forfeited, loſt or incumbred. **And moreover**, the ſaid *Elizabeth*, for her, &c. Covenanteth with the ſaid *Edward*, his, &c. That if after the ſaid Marriage had and ſolemnized, ſhe the ſaid *Eliz.* do over-live the ſaid *Edw.* That then ſhe ſhall not have or claim, nor go about to have or obtain, at any time during her natural life, any manner of Dower, Joynture or Eſtate, by reaſon of the ſaid Marriage between her and the ſaid *Edward* of or in any of the Lands which the ſaid *Edward* now hath and is preſently ſeiſed of, or any part or parcel of the ſame. **In witneſs**, &c.

An Indenture of Covenant between the Partron and Vicar.

WItneſſeth, That *H. B.* Patron of the Vicaridge of *P.* Have had and received before the Enſealing hereof of *W. S.* Clerk, Vicar of *P.* aforeſaid the Sum of &c. given unto me the ſaid *H. B.* by him upon meer good will, and not by any promiſe or agreement to be paid by the ſaid *W. S.* either directly or indirectly to me the ſaid *H. B.* or to any other to my uſe before the Admiſſion, Inſtitution and Induction of the ſaid *W. S.* Whereupon I the ſaid *H. B.* for me and my Heirs &c. do covenant, &c. to and with the ſaid *W. S.* by theſe Preſents, That he the ſaid *W. S.* ſhall or may from time to time, and at all times hereafter during the term of his natural life, peaceably and quietly have, hold, and enjoy the ſaid Vicaridge of *P.* together with all Oblations, Obventions, Tythes, Glebe-Lands, Rights, Profits and Appurtenances to the ſame belonging, without any Let, Hinderance or Diſturbance of me the ſaid *H B.* or of any other perſon or perſons claiming by, from, or under me the ſaid *H. B.* or by my conſent or procurement.

A Covenant, that it ſhall continue diſcharged of Penſions, &c.

Of Covenants and Agreements touching a Purchaſe.

Imprimis, It is covenanted, concluded, and agreed, by and between the ſaid Parties, to theſe Preſents; and the ſaid *R. M.* for and in conſideration of the Sum of &c. of lawful Money of *England*, to be paid unto him the ſaid *R. M.* by the ſaid *C. P.* in manner hereafter expreſſed, doth for himſelf, his Heirs, Executors, and Adminiſtrators, covenant, promiſe, and grant to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, and every of them, by theſe Preſents, that he the ſaid *R. M.* his Heirs or Aſſigns, ſhall and will before the Day of, &c. next enſuing the date hereof, by good ſufficient conveyance and aſſurance in the Law, convey and aſſure unto the ſaid *C. P.* his Heirs and Aſſigns, all thoſe Meſſuages, Lands and Tenements hereafter mentioned; That is to ſay, all that Meſſuage or Tenement, &c. All which Premiſſes aforeſaid, are now of the full and clear yearly value of, &c. *per annum*, and may ſo be let: and alſo, all that houſe called *E.* lying in *D.* aforeſaid, in the Occupation of, &c. now let for the full yearly Rent of, &c. and may ſo be let, together with the Timber now growing in and upon the Premiſſes, and every part thereof. *Item*, The ſaid *R. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, by theſe Preſents, that all the ſaid Premiſſes, now are, and ſhall continue to the ſaid *C. P.* his Heirs and Aſſigns, of the full and clear yearly value of &c. excepting onely the Joynture of *D M.* Wife of the ſaid *R. M.* of the ſaid houſe with the Appurtenances, called &c valued at &c. *per annum*, for her life only, in caſe ſhe ſhall happen to ſurvive the ſaid *R. M.* *Item*, The ſaid *R. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant, promiſe, and grant, to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, that he the ſaid *C. P.* his Heirs and Aſſigns, ſhall from and after the ſaid day, &c. next, quietly and peaceably, have, hold, occupy, poſſeſs, and enjoy, all and every the Premiſſes, free from all Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered, or done; or to be had, made committed, ſuffered, or done, by the ſaid *R. M.* or by any other perſon or perſons, by his means, act, privity, aſſent, conſent, or procurement, except one Mortgage, which Mr. &c. hath of &c. at the Rent &c. morgaged for the Sum of &c. All which Incumbrances, ſhall be freed and diſcharged by the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns; or by the ſaid *C. P.* his Heirs, Executors, Adminiſtrators, or Aſſigns, with ſuch part of the ſaid Sum of &c. as may ſatisfie the ſame before the ſaid *C. P.* his Heirs, Executors, or Adminiſtrators ſhall be compelled to pay the ſame unto the ſaid *R. M.* his Executors, or Adminiſtrators, and except the Joynture of *D M* wife of the ſaid *R. M.* for her life, of and in the ſaid Meſſuage, called *B.* &c.

Item,

Item, The ſaid *C. P.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, promiſe, and grant, to and with the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents; that within one Month after a good and perfect aſſurance of the Premiſſes, and quiet poſſeſſion thereof by the ſaid *C. P.* his Heirs and Aſſigns, and all the ſaid Incumbrances fully ſatisfied, except the joynture of the ſaid *D. M.* he the ſaid *C. P.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will pay, or cauſe to be paid unto the ſaid *R. M.* his Executors, Adminiſtrators, or Aſſigns, one 4th part of the reſidue of the ſaid Sum of &c. which ſhall remain due after ſuch Incumbrances ſatisfied, and one other 4th of the reſidue of the ſaid Remainder of the ſaid Sum, within 3 Moneths after ſuch aſſurance, quiet Poſſeſſion, and diſcharge of the ſaid Incumbrances; and the other 4th part of the ſaid reſidue of the ſaid Sum within 3 Moneths after the ſaid 2d payment; and one other 4th Part within 6 Moneths after the 2d Payment. In Witneſs, &c.

A Covenant that Feoffees ſhall execute Eſtates to ſuch perſons as the Teſtator ſhall by his Will appoint.

THis Indenture made, &c. Between Sir *J. H.* of &c. Knight, and *G. H.* Son and Heir apparent of the ſaid Sir *J. H.* of the one part. And *T. N.* and *R. S.* of &c. of the other part. Witneſſeth, That whereas the ſaid Sir *J. H.* and *G. H.* by their Deed indented unto theſe Preſents annexed, have enfeoffed the ſaid *T. N.* and *R. S.* of and in the Mannors of &c. the intent of which Feoffment and Livery, and Seiſin thereof made, is that the ſaid *T. N.* and *R. S.* and either of them and their Heirs, and the Survivor of them, and their Heirs, ſhall ſtand and be ſeiſed of and in all the ſaid Mannors, Lands, Tenements and Hereditaments mentioned in the ſaid Deed of Feoffment hereunto annexed to the uſe of them and their Heirs, to the intent, and upon the Conditions hereafter in theſe Preſents expreſſed, That is to ſay, that the ſaid *T. N.* &c. and the Survivor of them and their Heirs, ſhall from time to time, and at all times hereafter, during the life of the ſaid Sir *J. H.* within 3 months after requeſt to them made by the ſaid Sir *J. H.* execute and make all ſuch Leaſes and Demiſes, Aſſurances, Feoffments, Eſtates, Conveyances, Gifts and Grants of Annuities for term of life, or lives, or for term of years, in Fee-ſimple or in Fee-tail, with remainders over of, in, or out of all the ſaid Mannors, Lands and Tenements, and other the Premiſſes, and every or any parcel thereof, to ſuch perſon and perſons, as he the ſaid Sir *J. H.* ſhall at any time or times during his life, by any writing under his hand nominate and appoint. The ſame Aſſurances, Feoffments, Eſtates, Conveyances, Demiſes, Leaſes, and Grants of the Premiſſes, or of any part thereof, to be made at the coſt and charges of the ſaid Sir *J. H.* And alſo upon Condition, that the ſaid *T. N.*

Recital of the Feoffment

N. &c. and the Survivor of them, and their Heirs, ſhall further make all ſuch Aſſurances, Conveyances, Feoffments, Eſtates, Gifts of Intail, with remainders over, or any other Eſtates, Conveyances, or Aſſurances in the Law of, and in the ſaid Mannors, Lands and Tenements, and of every part thereof, to ſuch perſon and perſons, and their Heirs, or to the Heirs of their bodies lawfully begotten, for term of life, or lives, or otherwiſe, to whom the ſaid Sir *J. H.* alſo by his laſt Will and Teſtament in writing, ſhall nominate, aſſign and appoint the ſame Eſtates, Aſſurances, or Conveyances to be made according to the true intent and meaning of the ſaid Will and Teſtament of the ſaid Sir *J. H.* And the ſaid *T. N.* &c. for them, their Heirs, &c. do covenant and grant to and with the ſaid Sir *J. H.* his Heirs and Executors by theſe Preſents, that he the ſaid *T. N.* &c. and their Heirs, at the Coſts and Charges of the ſaid Sir *J. H.* his Heirs, Executors, or Aſſigns, or at the Coſts and Charges of ſuch perſon or perſons to whom any Eſtate of the Premiſſes, or any part thereof, ſhall be by the ſaid Sir *J. H.* nominated and appointed to be made, ſhall make and Execute all ſuch Eſtates, Conveyances and Aſſurances of, in, and to the Premiſſes, as ſhall be aſſigned and appointed by the ſaid Sir *J. H.* by his laſt Will, or otherwiſe as aforeſaid: And if the ſaid *T. N.* &c. ſhall refuſe to make and execute ſuch Eſtates and Aſſurances of, and in the ſaid Premiſſes, to ſuch Perſon and Perſons, to whom the ſaid Sir *J. H.* ſhall appoint the ſame Eſtates to be made of, and in the ſaid Mannors, Lands, and Tenements &c. in manner and form aforeſaid, That then the ſaid *T. N* &c. and their Heirs, and the Heirs of the Survivors of them, ſhall after ſuch refuſal, ſtand and be ſeiſed of, and in the ſaid Mannors, Lands, Tenements, to the uſes of ſuch Perſons and their Heirs, or the Heirs of their Bodies lawfully begotten, for term of life, lives or years, in Fee-ſimple, or in Fee-tail, according to the Eſtates to whom the ſaid Sir *J. H.* ſhall in his life time, or otherwiſe, by his laſt Will and Teſtament, will, give, appoint, aſſign the ſaid Mannors, Lands, Tenements, &c. before mentioned. In Witneſs, *&c.*

A Covenant that Feoffees ſhall make ſuch Eſtates as the Feoffor ſhall by his laſt Will appoint.

Of

Covenants where a man Marrieth the Mother of many Children, that he will pay their Portions at their ages. &c.

THis Indenture, &c. Between *A. B.* &c. and *C. D.* &c. Witneſſeth, That whereas the ſaid *A. B.* hath Married, and taken to Wife, according to the Eccleſiaſtical Laws of this Realm *E. F.* late Wife to *G. F.* late of, &c. And whereas the ſaid *G. F.* died Inteſtate, being in Debt and Danger, having not ſufficent Affects to ſatisfie his Funeral and Debts, having at the time of his deceaſe, and as yet living, eight Children, (*viz.*) *A. B. E. D. F. G. H. I.* who by reaſon of their young age are not yet able to guide and govern themſelves, neither yet ſuch Childs parts of Goods as to them belong, or of right do appertain by and after the deceaſe of the ſaid Father; and to the end, that the ſaid Sons and Daughters may be better provided for, It is therefore covenanted, promiſed, granted and agreed upon, by and between the ſaid Parties to theſe Preſents, in manner and form following, That is to ſay, The ſaid *A. B.* doth Covenant, &c. That the ſaid *A. B.* his, &c. within the ſpace and time of one day next after the ſaid *A.* the Son ſhall come unto, and be of the age of one and twenty years, which age of one and twenty years ſhall be accounted to be the 27th day of &c. which ſhall be in the Year of our Lord God, &c. after the Computation of the Church of *England*, ſhall and will well and truly content and pay, or cauſe to be contented and paid unto the ſaid *A.* or to his Aſſigns, the Sum of five pound of, &c. in the, &c. if the ſaid, &c. be then living, and unmarried, and will accept the the ſame Payment; and thereupon will make, ſeal, and deliver, or cauſe to be made, ſealed, and delivered unto the ſaid *A. B.* and *E. F.* and to their, or either of their Executors, Adminiſtrators, and Aſſigns, ſuch, or the ſame ſame reaſonable and lawful acquittance for all and every ſuch Legacies, and Childs part of Goods as the ſame *A.* might, or of Right, by any manner of means ought to have from and by the ſaid *G. F.* the Father, as deviſed, adviſed, or required by the ſaid *A. B.* or *E. F.* or either of them, their or either of their Executors or Aſſigns, or their or any of their Councel Learned in the Law; alſo the ſaid *A. B.* doth Covenant, &c. That the ſame *A. B.* his &c. within the time and ſpace of one day next after (*ut antea Mutatis Mutandis*:) And furthermore the ſaid *A. B.* doth Covenant, &c. That if it fortune the ſaid *A. B. E. D. F. G. H. I.* or any of them to be Married before their ſaid ſeveral ages of one and twenty years, That then the ſaid *A. B.* his Executors, &c. at or before every of their ſuch ſeveral Marriages upon reaſonable Requeſt unto the ſaid *A. B.* his, &c. by the ſaid Sons and Daughters, or by ſo many of them as ſo ſhall be Married, or by the then Husbands of ſuch the ſaid Daughters to be made, ſhall and will well and truly content, and pay, or cauſe, &c.

to

to the ſaid Sons and Daughters, and to the then Husbands of ſuch the ſaid Daughters, all and ſingular their ſaid ſeveral Sums and payments of five pound as unto them ſeverally before in theſe Preſents are limited, aſſigned, and appointed, without Fraud or Deceit, if they the ſaid Sons and Daughters ſo Marrying, and the then Husbands of ſuch Daughters will accept ſuch their ſeveral Payments, and all thereupon make, ſeal, and deliver, and execute *ut ſupra.* Provided alwaies, and the ſaid *A. B.* doth Covenant, &c. That if it ſhall happen the ſaid Sons and Daughters, or any of them to deceaſe and dye before the ſeveral dayes and times limited within theſe Preſents, for the age of one and twenty years of the ſame Sons and Daughters ſo deceaſed, That he the ſaid *A. B.* his, &c. within one day next after the day; That is to ſay, within theſe Preſents, for and to be the age of one and twenty years of the ſame Sons and Daughters ſo deceaſing, ſhall and will well and truly pay in the ſaid, &c. unto ſuch of the ſaid Sons and Daughters as then ſhall be living all and ſingular ſuch Sums of Money, and and Payments limited by theſe Preſents, to the ſaid Sons and Daughters as then to them ſhall be behind, and not paid equally to be divided amongſt the Sons and Daughters which then ſhall be living, if the ſame Sons and Daughters then living will accept the ſame payments. And then if need require a Covenant from *C. D.* to him, for and in conſideration of the ſaid Marriage, and for the better maintenance and preferment of the ſaid Sons and Daughters, and for the natural zeal they bear to the ſaid Children, that they will pay or do ſomething elſe unto them, &c.

Compoſitions

Compoſitions between Debtors and Creditors, and Letters of Licence.

A Compoſition of Debts between an Adminiſtratrix and the Creditors.

TO all to whom, &c. I *A. F.* of *L.* Widdow, Adminiſtratrix of all and ſingular the Goods, Chattels, Debts, and Credits, which late were *D. F.* my Husbands Deceaſed, ſend Greeting, &c. Whereas the ſaid *D. F.* my ſaid late Husband, in his life-time, ſtood indebted unto *A. B. C. D. E. F.* &c. and unto every of them ſeverally, in certain ſeveral Sums of Money. Now know ye, That I the ſaid *A. F.* intending as much as in me lyeth, to give content and ſatisfaction unto them, and every of them, have given, granted, bargained, aſſigned, and ſet over; and by theſe Preſents, do fully, clearly, and abſolutely, &c. unto the ſaid &c. and to every of their Executors, Adminiſtrators, and Aſſigns, all and every the Books, Debts, Specialties, Obligations, and Writings Obligatory, Acquittances, and Receipts, named and mentioned in a Schedule, &c. which are due and owing unto me the ſaid *A.* as Adminiſtratrix, as aforeſaid, by one, &c. and one &c. by what name or names ſoever they be called or known or by ſuch their Sureties, as in the ſaid Obligations, or Writings Obligatory, are named, as in and by the &c. more plainly &c. Together alſo, with all and every the Sum and Sums of Money, Commodity, Profit, Benefit, and Advantage, that ſhall or may come, grow, or be had, made, gotten, or obtained; or of, or by the ſaid Book-Debts, Obligations, and Writings obligatory. and every of them, and all my Right, Title, Intereſt, Property, Claim and Demand, of, in, and to the ſame and every part thereof. And I the ſaid &c. for me, my Executors, and Adminiſtrators, do covenant, grant, and promiſe, to and with the ſaid &c. and every of them, their and every of their &c. by theſe Preſents, That I the ſaid *A. F.* have not heretofore releaſed, or by any wayes or means diſcharged the ſaid Book-Debts, Obligations, Writings Obligatory, Acquittances or Receipts, or any of them, or the ſeveral Sums of Money in them compriſed, or any part or parcel thereof. And I the ſaid &c. my &c. ſhall not, nor will not, at any time or times hereafter, releaſe, or by any wayes or means diſcharge the ſaid Book-Debts, Obligations, Writings Obligatory, &c or the

ſaid

ſaid ſeveral Sums of Money in them, or any of them contained, without the conſent of &c. firſt thereunto had &c. And that I the ſaid &c. my &c. ſhall and will permit and ſuffer the ſaid &c. joyntly and ſeverally, at their Coſts and Charges, to commence, purſue, and proſecute all and every ſuch lawful Actions, Suits, and Executions, which ſhall or may in any wiſe be commenced, proſecuted, or brought againſt the ſaid &c. by reaſon of the ſaid Book-Debts, &c. and the ſame Actions &c. ſhall and will avow, juſtifie, and maintain, without fraud or guile; and that the ſaid &c. their &c. ſhall or may quietly have, poſſeſs, or enjoy, to their own proper uſe and uſes, all and every ſuch Sum and Sums of Money, Executions, and the benefit thereof, which ſhall be had, levyed, recovered, or obtained, by reaſon of the ſame; and ſhall have Power and Authority, in the name of me, to acquit, releaſe, &c. the ſaid &c. for, touching &c. the ſaid Book-Debts, &c. In Witneſs, *&c.*

A Compoſition of Half-Debts.

TO all whom, &c. We *A. B.* &c. Citizens &c. of *London*, Creditors, of *C. D.* &c. ſend Greeting: Whereas the ſaid *C. D.* the day of the date of theſe Preſents, is, and ſtandeth juſtly indebted, and owe unto us the ſeveral parties above-named, divers and ſeveral Sums of Money: And by reaſon of the many loſſes, great hindrances, and other damages, hapned unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give further ſatisfaction for our ſaid Debts, than by and with ſuch Goods and Wares, as are now remaining in his hands, and ſuch Debts as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of, or any wayes to intermeddle with; but have rather reſolved and made choice, to undergo a certain loſs, and to accept of 10 s. *per* l. or one half of the Debts by him owing to Us, to be duly paid, as full ſatisfaction of our ſaid Debts, in manner and form following, *viz.* When, and as ſoon as all, and every of us the Creditors above-named, have Subſcribed, Sealed, and in due form of Law, delivered in this preſent Writing, to the uſe of the ſaid *C. D.* Then he the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall pay, or cauſe to be paid, unto every of us the ſaid Creditors, our &c. one fifth part of &c. after the Rate of 10 s. in the pound, by theſe Preſents, agreed upon to be accepted of, in full ſatisfaction of our ſaid Debts, after the Rate and Agreement aforeſaid, in ſix parts, being divided, to be paid at ſix ſeveral payments, half-yearly, at ſuch indifferent place and places, as we the ſaid Creditors, and every of us, our &c. ſhall nominate and appoint; the firſt payment whereof, to begin, and to be made on the &c. next enſuing the Date of theſe Preſents; the ſecond payment to be made &c. Now know ye therefore, That We the ſaid Creditors, do covenant and grant, and every of us, for his one part, and for his own, &c. doth covenant and grant, to and with the ſaid *C. D.* his &c. and to and with every of them, by theſe Preſents, That if the ſaid *C. D.* his &c. or any of them, upon the enſealing and Delivery of this preſent Writing,

ting, by all and every of us the ſaid Creditors, according to the effect and true meaning of theſe Preſents, do and ſhall well and truly pay, or cauſe to be paid unto every of us the ſaid Creditors, our and every of our, &c. the ſaid fifth part of our ſaid Debts, after the Rate of ten ſhillings *per* pound, according to the Agreement aforeſaid, at the &c. without any Fraud, Covin, or further delay. And alſo, If the ſaid *C.* his &c. for the more ſure payment of the reſidue, and remander of our ſaid Debts, after the Rate aforeſaid, in ſix parts to be divided, and to be paid at ſix ſeveral payments, at ſuch dayes, time, place, and places, and in ſuch manner and ſort, as is above limited and expreſſed, do and ſhall, at and before the &c. and become bound unto us, and every of us, our &c. in double the Sum or Sums, in the Condition or Conditions, in the ſame Obligation or Obligations, or Writings Obligatory, to be ſpecified. And further, If the ſame Obligations, and every of them, ſhall be delivered unto every of us or the Aſſign or Aſſings of us, and every of us, at or before the ſaid &c. at ſuch indifferent places, as we the ſaid Creditors, our &c. ſhall nominate that then, from, and after ſuch payment made of the ſaid firſt part of our ſaid Debts, after the Rate of ten ſhillings *per* pound, and after the ſame Obligation made and delivered unto us, for the ſeveral payments aforeſaid, according to the limitation, effect, tenour, and true meaning of theſe Preſents; We the ſaid Creditors, and every of us the Executors, &c. ſhall and will hold our ſelves well contented and ſatisfied, for all ſuch Debts, as the ſaid *C. D.* his &c. did formerly owe unto us, and every of us, before the Enſealing of the ſame Obligations: And that then alſo we the ſaid Creditors, and every of us, or the Executors, &c. within 14 dayes next after the Enſealing and Delivery of the ſame Obligations unto us, and every of us, according to the true meaning of theſe Preſents, ſhall and will Seal, Subſcribe, and in due form of Law, deliver unto the ſaid *G. D.* his &c. one general Releaſe, or other Diſcharge of all Debts, Duties, and Demands whatſoever, by the ſaid *C. D.* unto us, and every of us, formerly owing or payable, from the beginning of the World, until ſome few dayes before the date of the ſame Obligation, ſo to be ſealed and delivered unto us as aforeſaid: Provided always, That theſe Preſents, nor any Agreement, Matter or Thing, herein contained, ſhall be of any force or effect, to bind or charge us, or any of us, the ſaid Creditors, which have, or ſhall hereunto agree, ſeal, and ſubſcribe, before the firſt of &c. next coming, after the date of theſe preſents. In Witneſs, &c.

Another

Another ſhort Compoſition.

TO all to whom, &c. We *G. H.* Creditors of &c. ſend Greeting Whereas the ſaid *J. K.* and *L. M.* are, and do ſtand joyntly indebted, and do owe unto us the ſaid Creditors, divers Sums of Money, which as it ſeemeth they are very willing to ſatisfie unto us, and every of us, as they and every them ſhall be able: Nevertheleſs, we the ſaid Creditors, and every of us, who have hereunto ſealed and ſubſcribed (finding and perceiving, that they the ſaid *J.* and *L.* are much damnified and impoveriſhed by many loſſes and hindrances through Chapmen and otherwiſe, whereby they are diſabled to yeild us full and plenary ſatisfaction for our ſaid Debts) are contented and well pleaſed, and of our free Motions do ſeverally and reſpectively agree and binde our ſelves, our Heirs, &c. to the ſaid *J.* and *L.* by theſe Preſents, to accept and take of them the ſaid *J.* and *L.* their &c. after the rate of &c. in the pound, in full ſatisfaction of all ſuch Debts and Sums of Money, as they do joyntly owe unto us, and every of us reſpectively, and the ſame to be paid at four equal payments, in four parts to be divided. The firſt payment thereof to be made, and to begin at &c. (recite all the payments) ſo as the ſaid *J.* and *L.* for the more ſure and better payment of the Sums aforeſaid, in recompence and ſatisfaction of our, and every of our ſaid ſeveral Debts, after the rate of &c. in the *li.* as aforeſaid, their Executors or Adminiſtrators, do before the &c. become joyntly bound with ſufficient Sureties unto us, and every of us, or to our, and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places, as we and every of us ſhall indifferently nominate or preſcribe: Provided alwayes, that theſe Preſents, nor any thing herein contained, ſhall be of any force or effect, to binde or charge us, or any of us, who hath hereunto ſealed and ſubſcribed, unleſs, and until all and every the reſidue of us the ſaid Creditors above-named, ſhall and do likewiſe ſeal and ſubſcribe theſe Preſents, at or before the &c. next inſuing. In Witneſs, &c.

A Compoſition for payment at ſeveral time.

TO all, &c. We Creditors of &c. ſend Greeting. Whereas the ſaid *A. B.* at this preſent time doth ſtand indebted, and juſtly oweth unto us the ſaid Creditors, divers and ſundry ſums of Money, which by reaſon of many Debts, and ſome of them very great, that are likewiſe juſtly owing him, and cannot be had and recovered without ſome reſpite of time, and ſome

ſome of them not without ſuit, he is very much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt debt, as he ſeemeth willing and deſirous; in conſideration whereof, he inſtantly deſireth and requireth; that we the ſaid Creditors, and every of us, would be pleaſed to give, and grant unto the &c. ſuch liberty and reſpite of time, for the payments and ſatisfaction of our ſeveral Debts, as he thinketh reaſonable, for the obtaining and getting, and recovering of the ſaid Debts, *viz.* That we and every of us would be contented to take and accept our ſaid whole Debts in three equal parts to be divided and paid at three ſeveral payments, in manner and form following, *viz.* The firſt payment thereof to be one equal third part of the ſaid whole Debt to be made on the &c. the other two third parts thereof reſidue to be divided into four equal parts, and to be paid at 4 ſix Moneths then next following, *viz.* on the &c. one equal part thereof, namely, the other two, and one other fourth part thereof reſidue on the &c. in full payment and ſatisfaction of the ſaid ſeveral Debts; and for the more ſure performance of the ſaid ſeveral payments aforeſaid, in ſuch manner and form as is above limited and declared, according to the intent and true meaning of theſe Preſents, he the ſaid *A. B.* ſhall and will, at or before the &c. become bound to us, and every of us the ſaid Creditors reſpectively, by one Obligation, in due form of Law to be made with condition, including all and every the ſaid payments, in ſuch ſort as is above limited, at ſome convenient place within the City of *London*, by every of us the ſaid Creditors to be nominated and appointed, and the penalty of every Obligation to be double the whole Sum included in the Condition of the ſame to be delivered to us, and every of us, our &c. at or before &c. next enſuing the date hereof. Know ye therefore, that we the ſaid Creditors, whoſe names are hereunder ſubſcribed, and every of us, for his own part, and for his own &c. for the Conſiderations above ſpecified and expreſſed, do by theſe Preſents willingly conſent, covenant, promiſe and agree to and with the ſaid *A. B.* his &c. by theſe Preſents, that we the ſaid Creditors, and every us, our &c. reſpectively, ſhall and will accept and take of the ſaid *A. B.* his &c. all and every the ſaid Debts, and Sums of Money by the ſaid *A.* unto us, and to every of us, owing and payable, upon ſuch Obligation and Obligations, Aſſurance and Aſſurances, as aforeſaid, to be paid in ſuch manner and ſort, and at ſuch dayes and times as is above limited and required; and further, that we the ſaid Creditors and every of us, our, and every of our &c. reſpectively, upon the delivery of the ſaid Obligation, to us, and to every of us, our, and every of our &c. ſhall and will at the charge of the ſaid *A. B.* his &c. ſubſcribe, and in due form of Law deliver unto the ſaid *A. B.* one ſufficient general Acquittance to be rendred by him the ſaid *A. B.* his &c. and to bear date and limitation before the day of the date of the ſaid new Obligation to be made for the ſame Debt; and alſo for and upon every payment, made according to the limitation aforeſaid, and the intent and true meaning of theſe Preſents, at the like charge of him the ſaid *A. B.* his &c. ſhall and will ſeal and deliver

unto the ſaid *A. B.* one ſufficient Acquittance to be rendred by him the ſaid *A. B.* his &c. teſtifying every ſuch payment as aforeſaid, for the better diſcharge of him the ſaid *A. B.* his &c. and every of them in that behalf. Provided alwayes, and upon Condition, nevertheleſs, that theſe Preſents, nor any promiſe, agreement, matter, or thing herein contained, nor any act or thing acted by us, or any of us, or formerly done, acknowledged or ſuffered, touching the Premiſſes, or to be done, acknowledged or ſuffered, ſhall be of any force or effect to bind or charge us, or any of us, the ſaid Creditors, who have or ſhall hereunto agree, ſeal and ſubſcribe, unleſs all, and until all and every the reſt, and every of us the ſame Creditors above mentioned, do and ſhall likewiſe, before the &c. now next coming, ſubſcribe, ſeal and deliver theſe preſents in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, *&c.*

A Letter of Licence.

TO all to whom, &c. We *T. G.* and *H. T.* Creditors of, &c. Citizen and Mercer of *London*, ſend Greeting: Whereas the ſaid *R. S.* the day of the Date hereof, is indebted, and doth owe unto the ſaid Creditors divers Sums of Money, which by reaſon of ſome Loſſes unto him hapned, and divers bad Debts owing unto him, as he informeth Us, he is not able preſently to ſatisfie and pay as willingly he would, but requireth our favour and reſpite of time for the payment thereof. Therefore know yee, That We the ſaid Creditors above named, and every of Us, being moved with Compaſſion, and the deſire which the ſaid *R.* hath, to and for the contentation of our ſaid Debts, have Given and Granted, and by theſe Preſents do Give and Grant, unto the ſaid *R. S.* our ſure and free Licence, Liberty, and ſafe Conduct, as much as in Us is, ſo that the ſaid *R.* may ſafely come, go, and reſort unto Us, and every of Us, the ſaid Creditors, to Compound and take Order with Us, and every of Us, for Our, and every of our ſaid Debts, without any lett, trouble, ſuit, arreſt, attachment, or other impediment, to be offered or done to him the ſaid *R.* his Wares, Goods, or Merchandizes, or any of them, for and during the time and ſpace of one whole Month, next enſuing the date of theſe Preſents; and if it happen the ſaid *R. S.* in his Perſon, Goods, Wares, or Merchandizes, or any of them, within the ſaid term of one Moneth, next coming after the Date aforeſaid, by Us, or any of Us the ſaid Creditors, or by any perſon or perſons, by or through the Commandment, Will, procuring, Partnerſhip, conſent or knowledge of Us, or any of Us, againſt the tenor, form, and effect of this our preſent Writing, of ſafe Conduct in any wayes

wayes to be arreſted, ſued, impleaded, vexed, hindred, or attached, and thereof be not forthwith delivered or defended, that then the ſaid *J.* his Heirs, Executors, and Adminiſtrators, ſhall by the virtue of theſe Preſents, be for evermore clearly acquitted and diſcharged againſt him or them of Us, by whom the ſaid *R.* ſhall contrary to the form, effect, and true meaning of this Our preſent Writing of ſafe Conduct, be attempted, vexed, ſued, attached, arreſted, or hindred, and hereof not forthwith releaſed or defended as aforeſaid, of all manner of Actions, Suits, Debts and Demands whatſoever they be, from the beginning of the World until the day of ſuch arreſt, ſuit, attachment or hinderance. In witneſs, &c.

A Letter of Licence.

TO all to whom, &c. We whoſe Names, &c. Whereas *J. R.* &c. in divers ſeveral Sums of Money to Us ſeverally is indebted, and hath not wherewithall to ſatisfie Us at preſent, and We, and every one of Us, minding to Grant unto him favour and reſpite for the payment of the ſame. Know ye, That We the ſaid Creditors, and every one of Us, being moved with compaſſion, and fully reſolved of the good will and deſire which the ſaid *J. R.* hath to ſee the ſaid ſeveral Debts, Duties, and Sums of Money ſatisfied and paid, have given and granted, and every one of Us, for his own proper Debt and Duty, part and portion, ſeverally hath given and granted, and by theſe Preſents, &c. unto the ſaid *J. R.* by whatſoever name, ſirname, or addition he be called or known, ſure, full, and free Liberty, Licence, and ſafe Conduct, as much as in Us ſeverally is, in ſuch ſort as the ſaid *J. R.* with all his Goods, Chattels, Debts, Duties, and other things whatſoever, freely, peaceably and quietly, at his own free Choice, Election, and Pleaſure, ſhall, or may go, come, abide, and ſojourn, paſs, and repaſs at all and every time and times from the day of the Date hereof, during the term and ſpace of three whole years now next coming, and fully to be compleat and ended. And We the ſaid Creditors, all, and every one of Us ſeverally, for himſelf, his, &c. do, and doth ſeverally Covenant, Promiſe, and Agree, That We the ſaid Creditors, or any of Us, or any other perſon or perſons for Us, or any of Us, or by Our, or any of Our Authority, aſſent, conſent, or procurement, the ſaid *J. R.* or any of his Goods, Chattels, or any thing or things of his, ſhall not, or will not in any wiſe Arreſt, Implead, Attach, Impriſon, Condemn, Trouble or Moleſt, for or concerning ſatisfaction, or payment to be made unto Us, or any of Us, of Our ſeveral Debts, and Duties, or of any part or parcel thereof, or for any other matter or thing whatſoever, which We, or any of Us can or may have, pretend, or demand of, for, or againſt

gainſt the ſaid *J. R.* or to find or provide for Us any other Sureties or Security for the ſatisfaction or payment of the ſaid ſeveral Debts, and other things, or any of them, or any part or parcel thereof, other than all or every one of us now ſeverally have, or hath for the ſame, during the term aforeſaid. And further, We all and every of us Creditors aforeſaid, are agreed and contented, and do covenant &c. that if it happen at any time or times, he the ſaid *J. R.* during the term aforeſaid is, or by his Body, Goods, or Chattels, by us, or any of us, or by our, and contrary to the true meaning, and to be any wayes &c. ſued, &c. the ſaid *J. R.* his &c. ſhall be for ever more, by theſe Preſents, clearly acquitted &c. againſt him or them of us, by whom he or they ſhall, contrary, and againſt the tenor, form, and effect of theſe Preſents, be arreſted &c. of and from all manner of Actions, Suits, Quarrels, Challenges, Debts, &c. In Witneſs, *&c.*

A Letter of Licence upon Condition.

TO all Chriſtian People, to whom this preſent Writing or Letter of Licence ſhall come, We whoſe Names are here under-written and ſubſcribed, Creditors of *F. A.* of &c. ſend Greeting, &c. Whereas the ſaid *F. A.* is indebted unto us the ſeveral Creditors here under named, in divers Sums of Money, which by reaſon of great Loſſes and Hinderances happened unto him, he is not able to ſatisfie unto us without Reſpite and time to him to be given: Know ye therefore, That we the ſaid ſeveral Creditors by virtue of theſe our preſent Letters, do give and grant unto the ſaid *F. A.* our ſure and ſafe Conduct and free Licence, that he the ſaid *F. A.* with all his Goods, Chattels, and all other things of his, in, by, and through all manner of Citties, Towns, Villages, and Countries, and other places within this Realm of *England*, or elſewhere, may lawfully go and come, ſojourn, dwell, paſs and repaſs and abide for the imbettering and encreaſing of his Eſtate, and occupying without hurt, Vexation, Trouble, Arreſting, Impriſoning, Impleading of the ſaid *F. A.* in his Body, and without any Stay and Attachment to be made of his Goods, Wares, Monies or other Merchandizes whatſoever, or of any of them, or of any part thereof by us or any of us, or by the Heirs, Executors, Adminiſtrators, Partners or Aſſigns of us or any of us, or by our or any of our means or procurement, to be ſought, attempted or procured to be done, from the day of the date hereof, unto the full end and term of 7 years next coming after the date hereof. And We the ſaid Creditors here under ſubſcribed, do covenant, will and grant, and every one of us for his own part, his Executors and Adminiſtrators, willeth and granteth by theſe Preſents, That if any Hurt, Trouble, Vexation, Wrong, Damage, or Hinderance be done unto the ſaid *F. A.* either in his Body, Goods, or Chattels, contrary to the true meaning hereof, by us or any of us, our Heirs, Executors, Adminiſtrators, Partners or Aſſigns within the ſaid Term of 7 years,

That

That then he the ſaid *F. A.* by virtue hereof ſhall be diſcharged and acquitted for evermore towards and againſt him and them of us, his, and their Heirs, Executors, Adminiſtrators, Partners or Aſſigns, and every of them, by whom or by whoſe means, he ſhall be ſo vexed, arreſted, troubled, impriſoned, attached, grieved, or damnified of all manner of Actions, Suits, Quarrels, Debts, Duties and Demands whatſoever from the beginning the World, until the day of the Date hereof. So alwayes and under this Condition, That if the ſaid *F. A.* his Executors, Adminiſtrators, or Aſſigns, do not well and truly content and pay unto us the ſaid Creditors hereunto ſubſcribed, our Executors, Adminiſtrators or Aſſigns, the Sums of Money to us by him owing, in manner and form, &c. That is to ſay on the 10th day of &c. one juſt 4th part of our ſaid Debts between us equally to be divided according to the proportions of our ſeveral Debts to us by him owing: And on the 10th day of &c. That then and from thenceforth theſe our preſent Letters of Licence and Priviledge ſhall be utterly void and of none effect towards him and them of us to whom ſuch default of payment ſhall happen to be made; Any thing above written to the contrary notwithſtanding. In Witneſs, *&c.*

DEEDS and DECLARATIONS of Truſts and Uſes.

A Deed of Gift referring to a laſt Will, with a Clauſe for a power of Revocation.

BE it known unto all men by theſe Preſents, That I *R. H.* of &c. for diverſ good Cauſes and Conſiderations me moving, and namely, for the ſetling and diſpoſing of ſuch Goods and Chattels, as God hath bleſſed me withall, for the advantage and preferment of my Wife and Children after my death, in ſuch manner and form, as is hereafter, and in my laſt Will and Teſtament ſhall be mentioned, expreſſed, and declared: And for the preventing of Queſtions and Controverſies, that might ariſe or grow amongſt my ſaid Wife and Children touching the ſame, to their great loſs and prejudice, if either I ſhould not diſpoſe thereof in my life-time, but leave them to the diſpoſition of the Laws in this behalf, or elſe only Bequeath the ſame by Will, according as it is my ſpecial deſire and mind that the ſame ſhould go and be beſtowed; *Have* given and granted, and by this my preſent Deed of Gift, do give, grant and aſſign unto my well beloved Friends, *R. H.* Son of *R. B.* of &c. and *T. B.* of &c. all and ſingular my Leaſes and Terms of yeats, Plate, Money, Coin, And all and ſingular my Goods and Chattels, Moveables and Unmoveables, real and perſonal, of what Name, Nature, or Quality ſoever, whereſoever, or in whoſe hands or cuſtody ſoever, or in what place or places ſoever they or any of them be, or by what Means or Title they are, or have been come unto me from or by *E. H.* deceaſed, my late Brother, or by my own Means or Induſtry or otherwiſe by any wayes or means whatſoever: *To have and to hold* the ſaid Leaſes, Plate, Money, Coine, Goods, and Chattels, and every part and parcel thereof to the ſaid *R. H.* &c. their Executors and Adminiſtrators, to the Uſe and Behoof of my laſt Will and Teſtament, and to ſuch Uſes, Intents, and Purpoſes, and under ſuch Proviſions and Conditions, and to the Uſe and Behoof of ſuch perſon and perſons, for ſuch time and terms, and in ſuch manner and form, as by my laſt Will and Teſtament ſhall be thereof mentioned and expreſſed, limited and declared; And to no other uſe, intent, or purpoſe in any wiſe. And moreover know yee, That I the ſaid *R. H.*

have

have put the ſaid *R.H.* &c. in full and quiet poſſeſſion of all my ſaid Leaſes, Plate, Money, Coin, Goods, and Chattels whatſoever, by the delivery of 4 d. of currant lawful *Engliſh* Money, unto the ſaid *R.H.* the Son, &c. in the name and by the way of Poſſeſſion, of all and ſingular the Premiſſes mentioned to be given by theſe Preſents. **Provided**, That if I the ſaid *R. H.* at any time or times hereafter during my natural life, ſhall deliver or tender to be delivered unto the ſaid *R. H.* the Son, *R. B.* &c. or any of them, the Sum of 12 d. of lawful *Engliſh* Money, thereupon declared, that it is my Will and Mind, and with intent to make void and fruſtrate this preſent Deed, that then and from thenceforth this preſent Deed and Gift, and every Clauſe, Article, and Branch thereof or therein, ſhall be utterly void and fruſtrate, and that then and from thenceforth it ſhall be lawful for me the ſaid *R.H.* again, *To have, hold*, enjoy, and diſpoſe of the ſaid Goods, Chattels, and Premiſſes, and every part and parcel thereof, according to my own will and pleaſure, as freely and liberally as if theſe Preſents had never been had or made, any thing contained in theſe preſents, to the contrary notwithſtanding. **In Witneſs**, &c.

Power of Revocation.

A Deed for the having of a part out of ones Adventure ratably.

TO all Chriſtian People, &c. I *A.B* Cit. and Gent. of *L.* ſend Greeting, &c. **Whereas** I the ſaid *A.B.* have received and had the day of the date hereof of *C. D.* Cit. and S. of *Lond.* the ſum of &c. of &c. to come in Adventure with ſuch part and portion, as I the ſaid *A.B.* have or ought to have in the Voyage of *A N.* with the 3 Ships called &c. ratably according to the proportion of the ſaid Sum of &c **Now know ye**, That I the ſaid *A.B.* do covenant, promiſe, and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, by theſe Preſents, That he the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall have, receive, take and enjoy to his and their own proper uſe out of the part, portion, and Adventure of the ſaid *A.B.* in the Ships aforeſaid, and every or any of them an equal part and portion after the rate of 10 l. as aforeſaid, of all ſuch Treaſures, Goods, Merchandizes, Commodities, and other things, as ſhall be had, gotten, or obtained in the ſaid Voyage with the ſame Ships or any of them, in ſuch Rate and in as ample manner and form as I the ſaid *A.B.* ſhall may, or ought to have, take and receive for the like Sum of 10 l. without Fraud or Covin. **In Witneſs**, &c.

A Deed declaring the uſe of a Fine which was acknowledged by R.M. *to* J.A. *and* M. P. *of 2 parcels of Land which were conveyed to each of them by 2 ſeveral Deeds.*

THis Indenture made, &c. Between *J. A.* &c. of the one part and *M.P.* &c. of the other part. Whereas *R. M.* of &c. *C. P.* of &c. at and by the Requeſt and oppointment of the ſaid *R. M.* by one Indenture bearing date, &c. made between the ſaid *R.M.* and *C.P.* of the one part, and the ſaid *J. A.* of the other part, Have for the Conſideration therein mentioned, Conveyed unto the ſaid *J. A.* his Heirs and Aſſigns for ever, All that &c. *And whereas* the ſaid *R. M.* and the ſaid *C.P.* at and by the Requeſt and appointment of the ſaid *R. M.* by one other Indenture bearing date &c. made between the ſaid *R.M.* and *C. P.* of the one part, and the ſaid *M. P.* of the other part, have for the Conſideration therein mentioned, Conveyed unto the ſaid *M. P.* his Heirs and Aſſigns for ever, all that &c. *And whereas* the ſaid *R. M.* in Trinity Term in the 17th year of *Car.* 1. &c. hath levied and acknowledged one Fine *Sur Connſance de droit come ceo.* &c. unto the ſaid *J. A.* and *M. P.* and the Heirs of the ſaid *J. A.* of the ſaid Meſſuage, Lands, and Premiſſes, by the name of 1 Meſſuage, 1 Barn, 1 Orchard, 1 Garden, and 8 Acres of Land with the Appurtenances in *A.* aforeſaid; ſince which Fine acknowledged as aforeſaid, the ſaid *R. M.* is deceaſed. Now this Indenture Witneſſeth, *And* it is hereby declared, Covenanted and Agreed, and it it is, and at the time of the levying of the ſaid Fine, it was the true intent and meaning of all the Parties to the ſaid Fine, and to theſe Preſents, That the ſaid Fine, and execution thereof, as to, of, for, and concerning the ſaid parcel of Ground, &c. with the Appurtenances, ſhall be in ure, and was, and is, and ſhall be adjudged, conſtrued, and taken to be, to and for the ſole and only uſe, benefit, and behoof of the ſaid *J. A.* and of his Heirs and Aſſigns, and to no other uſe, intent or purpoſe whatſoever. And that the ſaid Fine and the Execution thereof, as to, for, and concerning the ſaid Meſſuage called, &c. and the reſidue of the Premiſſes therewith compriſed, with the Appurtenances, was, is, ſhould be in ure, and ſhould be, and ſhall be adjudged, conſtrued and taken to be to and for the ſole and only uſe, benefit, and behoof of the ſaid *M.P.* and of his Heirs and Aſſigns for ever, and no other uſe, intent or purpoſe whatſoever. In Witneſs, &c.

A Deed of Truſt to ſatisfie Debts out of Lands.

THis Indenture made, &c. between *T.E.* of *S.* Eſq; &c. of the one part, and *R.S.* of *M.* in the County of *Y.* Gent. *M.M.* of *B.* in the ſaid County of *Y.* Gent. of the other part, Witneſſeth, That the ſaid *T.E.* for and in conſideration of a Competent ſum of Money to him in hand paid by the ſaid *R.S.* and *M.M*: *As alſo*, in conſideration and to the intent that the ſaid *R.S.* and *M.M* ſhall ſatisfie and pay out of the Rents, Iſſues and Profits ariſing out of or by reaſon of the Mannors &c. hereafter mentioned, All ſuch Debts as in the Schedule hereunto annexed are expreſſed, or at leaſt ſo much thereof as the clear Rents, Iſſues, and Profits of the ſame ſhall amount unto during the term hereafter expreſſed, and for diſcharge of the payments, ſums and truſts hereafter mentioned, Hath demiſed, Leaſed, granted, bargained, ſold, and to Farm letten; And by theſe Preſents doth demiſe, leaſe, grant, bargain, ſell, and to Farm let unto the ſaid *R.S.* and *M.M.* their Executors, Adminiſtrators, and Aſſigns, all his the ſaid Mannors, Meſſuages, &c. within the ſame County, together with all and ſingular Wayes, Waters, &c. to the ſaid Premiſſes, or to any of them in any wiſe belonging or appertaining, or therewithall now or commonly demiſed, uſed, occupied or enjoyed, or accepted, reputed, had, taken, or known as part, parcel, or member of the ſame, or of any part thereof; And the Reverſion and Reverſions, Remainder and Remainders of the Premiſſes, and of every part thereof, And all Rents and yearly profits, Sum or Sums of Money whatſoever, reſerved upon any Demiſe or Demiſes of the ſame, and of every or any part thereof, or upon any Demiſe or Demiſes of all and every, or any part thereof, or upon any Demiſe or Demiſes of all and every the Iron-Works and Furnaces aforeſaid, or in reſpect of any Wood or Woods, cord or cords of Wood. And alſo, full and free power to ſell, cut down, and diſpoſe of the Woods, Under-Woods, Trees, Timber-Trees, and other Woods ſtanding, being, or growing upon the ſaid Premiſſes, and every or any part thereof, *To have and to hold* the ſaid Mannors, Meſſuages, &c. And all and ſingular other the Premiſſes mentioned or intended to be hereby demiſed, granted, bargained and ſold, with all and ſingular their Appurtenances, unto the ſaid *R. S.* and *M.M.* their Executors, Adminiſtrators, and Aſſigns, from the date and making hereof, for and during the full end and term of 8 years, from thence next following fully to be compleat, finiſhed, and ended; *Yeilding* and paying yearly therefore unto the ſaid *T. E.* his Heirs and Aſſigns no other Farm or Rent but only one Red-Roſe in the time of Roſes, if the ſame be demanded; Upon truſt and confidence nevertheleſs that they the ſaid *R S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, ſhall yearly ſatisfie and pay out of the Rents, Iſſues and Profits of the aforeſaid Premiſſes, unto *A.* now wife of the ſaid *T. E.* the Sum of 200 l. yearly, for her Maintenance and Supportation during the ſaid Term. Pro-

vided

vided alwayes, That the ſaid Lady *A.* ſuffer the ſaid Leſſees to enjoy the ſaid Premiſſes, without the interruption of her or any other perſon or perſons claiming by, from, or under her. And alſo to the 2 Children of the ſaid *T. E.* or the Survivor of them, the Sum of 50 l. yearly for their maintenance and ſupportation of them and the Survivor of them during the ſaid Term. *Provided*, That they, or the Survivor of them ſuffer the ſaid Leſſees to enjoy the ſaid Premiſſes, without the interruption of them, or the Survivor of them or of any other perſon or perſons claiming by, from, or under them or the Survivor of them; which ſaid payments are to be yearly paid at the Feaſt of St. *J.* and at St. *A.* by equal portions. *And alſo*, upon truſt and confidence that they the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, ſhall imploy and beſtow all the clear Rents, Iſſues and Profits ariſing out of or by reaſon of the ſaid Premiſſes, and every and any part thereof, over and beſides the ſaid 200 l. yearly, or over and beſides ſuch part thereof, as ſhall belong or be due and payable unto the ſaid Lady *A.* or the ſaid Children of the ſaid *T. E.* and over and beſides the reaſonable charges and expences of the ſaid Truſtees to, for, and towards the payment of ſuch debts of the ſaid *T. E.* as are mentioned in the Schedule hereunto annexed, and to, for, and towards the payment of ſuch Intereſt as is or ſhall be due for the ſame, according as the Rents, Iſſues, and Profits ſhall ariſe out of the ſaid Premiſſes, and according as they or the Survivor or Survivors of them, his or their Executors, or Adminiſtrators, can contract and agree for the ſame with the Debtors in the Schedule hereunto annexed, expreſſed, their Executors or Adminiſtrators. And the ſaid *T. E.* for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, agree, and grant to and with the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That they the ſaid *R. S.* and *M. M.* their Executors, and Adminiſtrators, and every of them, ſhall and may lawfuly, peaceably and quietly at all times during the ſaid Term, upon and to the truſt and confidence above, in and by theſe Preſents expreſſed have, hold, occupy, poſſeſs, and enjoy the ſaid Mannor, Meſſuages, &c. and all and ſingular other the Premiſſes, with their and every of their Appurtenances, without the lawful let, ſuit, trouble, eviction, diſturbance, moleſtation, or incumbrance whatſoever of the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming by, from, or under him, them, or any of them. And the ſaid *R. S.* and *M. M.* do for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them covenant, promiſe, agree, and grant to and with the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That they the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and will at all times during the term aforeſaid, imploy and beſtow all the Rents, Iſſues and Profits ariſing out of or by reaſon of the aforeſaid Premiſſes, and every or any part thereof, to the uſes, intents, and purpoſes above in and by theſe Preſents expreſſed, and to no other uſe, intent, and purpoſe whatſoever. In Witneſs, *&c.*

A Deed of Truſt to pay Annuities, and to provide for Wife and Children, and to pay Legacies.

THis Indenture tripartite made &c. Between the Right Honourable *T.* Earl of *B.* of the firſt part, and *B. W.* of *A. H.* in the County of *S.* Eſq; *H. D.* of *B.* in the County of *T.* Eſq; of the 2d part; and of *S.* in the County of *B.* Eſq; and *M. M.* of *H.* in the ſaid County of *T.* Gent. of the 3d part: *Whereas* the ſaid *T.* Earl of *B.* by his Indenture bearing date the day before the date hereof, and made between him the ſaid *T.* Earl of *B.* of the one part, and *B. W.* and the ſaid *H. D.* of the other part; Hath, for the conſideration of 20 s. of lawful *Engliſh* Money, granted, bargained, ſold, demiſed, and to Farm letten unto the ſaid *B. W.* and *H. D.* all thoſe the Mannors or Lordſhips of *C. alias B.* &c. *To have and to hold* the ſaid Mannors, Meſſuages, &c. and all other the Premiſſes, with their and every of their Appurtenances; unto the ſaid *B. W.* and *H. D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt of St *M.* laſt paſt, before the date thereof, for and during one whole year from thence next enſuing, fully to be compleat and ended, at and under the Rent of one Pepper-Corn, as by the ſaid Indentures appeareth: By force and virtue whereof, the ſaid *B. W.* and *H. D.* are now lawfully poſſeſſed of the ſaid Mannors, Meſſuages &c. for the term aforeſaid. *Now* this Indenture *Witneſſeth*, That the ſaid *T.* Earl of *B.* for the natural love and affection, which he beareth unto the Right Honourable the Lady *A C.* of *B.* his Wife, and unto *L. S.* Son and Heir-apparent of the ſaid Earl; and unto the Lady *A.* Daughter of the ſaid Earl: And alſo unto *E. S.* Brother of the ſaid Earl; and for the ſettling of the Mannors, Lands, and Premiſſes, and to and for the Uſes and Eſtates hereafter following; and for divers other good Cauſes and Conſiderations him thereunto moving, hath granted, remiſed, releaſed, ratified, and confirmed, and by theſe Preſents, doth grant, remiſe, releaſe, ratifie, and confirm unto the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns, all the aforeſaid Mannors: *To have and to hold* the ſaid Mannors &c. and all and ſingular other the Premiſſes, to the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns for ever, to the uſes, intents, and purpoſes, and ſubject to the Proviſoes, Payments, and Conditions hereafter following; and for and to none other uſe, intent or purpoſe whatſoever; (*That is to ſay*) to the intent and purpoſe, that the ſaid Lady *A. C.* of *B.* and her Aſſigns, ſhall and may have, hold, enjoy, receive, perceive, and take one Annuity or yearly Rent of 2000 l. to be iſſuing, going forth and out of the ſaid ſeveral Mannors, and all other the Premiſſes yearly, and every year, during the natural life of the ſaid *C.* at the Feaſts of St. *M* and *Penticoſt*, or within 21 dayes after either of the ſaid Feaſts, by even and equal portions; the firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt happen next after the death of the ſaid *T.* Earl of *B.* the ſaid Annuity or yearly Rent of 2000 l.

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to be paid at, or within the &c. of *J. J.* in the County of *M.* and if it ſhall happen, that the ſaid Annuity or yearly Rent of 2000 l. or any part thereof, or parcel, to be behind or unpaid, in part or in all, by the ſpace of 21 dayes, next after either of the ſaid Feaſts, whereupon the ſame ought to be paid as aforeſaid; That then to this intent and purpoſe, that the ſaid *C.* and her Aſſigns, for and during the natural life of the ſaid *C.* ſhall and may ſo often have, enjoy, receive, perceive, and take as a Pain, the Sums of 10 l. a Moneth, for every Moneth that the ſame ſhall be behind or unpaid. *And* it is the further Agreement of all the ſaid Parties, to theſe Preſents, that if the ſaid Annuity or yearly Rent of 2000 l. or any part thereof, ſhall be behind or unpaid, in part or in all, at any of the times or dayes of payment, whereon the ſame ought to be paid as aforeſaid; That then it ſhall and may be lawful, to and for the ſaid *C.* and her Aſſigns, at any time during her natural life (as often as the ſaid Annuity or yearly Rent of 2000 l. or any part thereof, ſhall be behind and unpaid,) for to enter into the ſaid Mannors &c. and to diſtrain for the ſaid Annuity or yearly Rent of 2000 l. in *Nomine pœnæ* of 10 l. and the Arrearages of them, and the Diſtreſs and Diſtreſſes, then and there taken to lead, drive, and carry away, and them to detain and keep, until they ſhall be fully ſatisfied, as well the ſaid Annuity of 2000 l. as alſo the aforeſaid Pain of 10 l. and the Arrearages of them, if any ſhall be. *And* as touching and concerning the aforeſaid Mannors &c. and the Freehold and Inheritance thereof, to the only uſe and behoof of the ſaid *T.* Earl of *B.* and his Aſſigns, for and during the term of his natural life; without Impeachment of, or for any manner of Waſte; and from and after the deceaſe of the ſaid Earl, to the only uſe and behoof of the ſaid *R. T.* and *M. M* their Executors, Adminiſtrators and Aſſigns, during the time and term of 40 years, from thence next enſuing, fully to be compleat and ended: And from and after the end, or other determination of that Term, unto the only uſe and behoof of the ſaid *J.* Lord *S.* Son and Heir-apparent of the ſaid Earl, and the Heirs of the Body of the ſaid *J.* Lord *S.* lawfully to be begotten. And for Default of ſuch Iſſue to the uſe and behoof of the ſecond Son of the Body of the ſaid Earl lawfully to be begotten, and the Heirs of the Body of the ſaid ſecond Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of the third Son of the Body of the ſaid Earl lawfully to be begotten, and to the Heirs of the Body of the ſaid third Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of all and every the Son and Sons of the Body of the ſaid Earl lawfully to be begotten, ſucceſſively one after another, according to their Seniority of Age, and Priority of Birth, and the Heirs of the Body of every ſuch other Son lawfully to be begotten; the Elder, and the Heirs of his Body lawfully to be begotten, to be alwayes prefered before the Younger, and the Heirs of his Body lawfully to be begotten. And for default of ſuch Iſſue, to the only uſe and behoof of the ſaid Lady *A.* the Daughter, and the Heirs of her Body lawfully to be begotten. And for default of ſuch Iſſue, then to the only uſe of all and every other the Daughters of the Body of the ſaid Earl lawfully to be begotten, and the Heirs-Male of the Body of all and every other of the ſaid Daughters lawfully to be begotten. And for default of ſuch Iſſue, to

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the uſe and behoof of the ſaid *E. S.* for and during the term of his natural life; and from and after his deceaſe, to the uſe and behoof of the firſt Son of the Body of the ſaid *E. S.* lawfully to be begotten, and the Heirs of the Body of the ſaid firſt Son lawfully iſſuing. And for default of ſuch Iſſue, to the uſe and behoof of the 2d Son, &c. And for default of ſuch Iſſue, to the uſe and behoof of the 3d Son of the Body of the ſaid *E* &c. And for default of ſuch Iſſue, to the uſe and behoof of all and every other the Sons of the Body of the ſaid *E. S.* lawfully to be begotten, ſucceſſively one after another, as they ſhall be in Seniority of Age, and Priority of Birth, and to the Heirs of the Bodies of every ſuch other Son lawfully to be begotten; the Elder, and the Heirs Male of his Body, to be alwayes prefered before the younger, and the Heirs Male of his Body lawfully to be begotten. And for default of ſuch Iſſue, to the uſe and behoof of all the Daughters of the Bodies of the ſaid *E. S.* lawfully to be begotten, and the Heirs of the Body of the ſaid Daughters lawfully to be begotten. And for default of ſuch Iſſue, to the uſe and behoof of the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, for and during the term of 89 years, from thence next enſuing, fully to be compleat and ended; and from and after the end, and other determination of that Term, unto the only uſe and behoof of *T. B.* Nephew of the ſaid Earl, for and during the term of his natural life; and after his deceaſe, to the only uſe and behoof of the firſt Son of the Body of the ſaid *T. B.* lawfully to be begotten, and to the Heirs of the Body of the ſaid firſt Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of the 2d Son of the Body of the ſaid *T. B. ut ſupra.* And for Default of ſuch Iſſue, to the uſe and behoof of the 3d Son of the Body of the ſaid *T B. ut ſupra.* And for Default of ſuch Iſſue, to the uſe and behoof of all and every other the Sons of the Body of the ſaid *T. B.* lawfully to be begotten, ſucceſſively one after another, as they ſhall be in Seniority of Age, and Priority of Birth, and the Heirs of the Bodies of all and every ſuch other Sons lawfully to be begotten; the Elder, and the Heirs of his Body lawfully to be begotten, to be alwayes preferred before the younger, and the Heirs of his Body lawfully to be begotten. And for Default of ſuch Iſſue, to the only uſe and behoof of the ſaid Earls true Heirs and Aſſigns for ever. **Provided nevertheleſs**, And it is agreed between all the ſaid Parties to theſe Preſents, That if the ſaid *C.* and all and every ſuch perſon and perſons, ſeiſed or poſſeſſed of any Eſtate whatſoever, of and in the ſaid Mannors, Lands, and Premiſſes, or any part thereof in Truſt, or for the only uſe and benefit of the ſaid *C.* do not, or ſhall not, at the reaſonable Requeſt, Coſts, and Charges, of ſuch perſon and perſons, as after the deceaſe of the ſaid Earl, ſhall then be the Free-hold-Tenants of the ſaid Mannors and Premiſſes, by virtue of theſe Preſents, remiſe, releaſe, and for ever quit claim unto the ſaid party and parties ſo requeſting, and his and their Heirs, all their and every of their Eſtate, Right, Title, Claim, and Demand whatſoever, of and unto the ſaid ſeveral Mannors &c. and of every part thereof (the aforeſaid Annuity or yearly Rent of 2000 l. limited unto her as aforeſaid, only excepted.) And that by ſuch Conveyance and Aſſurance, and in ſuch manner, as by the ſaid party and parties ſo requeſting

ing his or their Heirs; or by his or their Councel learned, ſhall be reaſonably deviſed, adviſed, or required. *And further alſo*, if the ſaid *C.* do not, or ſhall not within one month, next after the deceaſe of the ſaid Earl, grant, convey, remiſe, and releaſe, unto ſuch perſon and perſons, as the ſaid Earl by any Writing under his Hand and Seal by him, and teſtified in the preſence of two or more credible Witneſſes, ſhall nominate and appoint; or in default of ſuch nomination and appointment, do not imploy and diſpoſe the Goods, Moneys, and other perſonal Eſtate, which hath been formerly given by any Deed or Writing unto the ſaid *C.* or to any other perſon or perſons, for her uſe, by the ſaid Earl, or by his appointment, for and towards the payment of the Debts and Legacies of the ſaid Earl, and for the better and more effectual performance of the laſt Will and Teſtament of the ſaid Earl, That then and from thenceforth, the ſaid Annuity or yearly Rent of 2000 l. ſhall ceaſe, determine, and be utterly void, to all intents, conſtructions, and purpoſes, any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. **Provided alwayes**, touching the term of 40 years limited and appointed to the ſaid *R. T.* and *M. M.* their Executors, and Adminiſtrators, of the ſaid ſeveral Mannors and Premiſſes; It is declared and agreed, That the ſaid term of 40 years ſo limited unto them, is nevertheleſs upon this Truſt, that the ſaid *R. T.* and *M. M.* their Executors, and Adminiſtrators, ſhall in the firſt place diſpoſe and imploy the Rents, Iſſues, and Profits, of the Premiſſes, towards the payment, ſatisfaction, and diſcharge of all Debts of the ſaid Earl, and ſuch Legacies as ſhall be given and bequeathed by the laſt Will and Teſtament of the ſaid Earl, and for and towards the full and effectual performance of the laſt Will and Teſtament of the ſaid Earl. **Secondly**, In caſe the ſaid Earl ſhall have any Daughters of his Body lawfully begotten, living at the time of his deceaſe, that ſhall be within the Age of 11 years, That then the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, ſhall yearly, and every year forth and out of the Rents, Iſſues, and Profits of the Premiſſes, well and truly pay, or cauſe to be paid unto every of the ſaid Daughters, ſeverally and reſpectively, the ſeveral yearly Sums of 100 l. the year, for, during, and until ſuch time and terms, as the ſaid Daughters ſhall ſeverally and reſpectively attain their ſeveral Ages of 11 years, at the dayes and times of payment aforeſaid, by even and equal portions; the firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt and next happen after the death of the ſaid Earl. *And* if it ſhall happen, that all the ſaid Daughters, ſaving one, ſhall dye, before they ſhall attain their ſeveral Ages of 11 years; And that at or after the deceaſe of the ſaid Earl, there ſhall be but one Daughter of the Body of the ſaid *E.* lawfully begotten, living within the Age of 11 years; That then, and from thenceforth, the ſaid *R. T.* and *M. M* their Executors, Adminiſtrators and Aſſigns, ſhall yearly, and every year, forth and out of the Rents, Iſſues, and Profits of the Premiſſes, well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter, the yearly ſum of 200 l. for, during, and until ſuch time as the ſaid ſurviving Daughter ſhall attain her age of 11 years, at the Feaſts and times of payment aforeſaid, by even and equal portions; the firſt

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payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt and next happen after the Commencement of the ſaid yearly rent of 100 l. *And* in caſe the ſaid Daughters or any of them, at or after the deceaſe of the ſaid Earl, ſhall have attained their Ages of 11 years, and not married, that then, and from thenceforth, the ſaid *R.T.* and *M.M.* their Executors, Adminiſtrators and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid Daughters, ſeverally and reſpectively the yearly Rent or Sum of 200 l. for, during, and until ſuch time and times as the ſaid Daughters ſhall ſeverally and reſpectively attain their Ages of 18 years, or be Married, which of them ſhall firſt and next happen, at the Feaſts and times of payment aforeſaid, by even and equal portions: the firſt payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the ſeveral and reſpective Commencements of the ſaid ſeveral and reſpective yearly Rents of 200 l. as aforeſaid. *And* if it ſhall happen, all the Daughters ſave one ſhall dye, before they ſhall attain their Ages of 18 years, or be married, That then and from thenceforth the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall yearly and every year forth, and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter, the yearly ſum of 300 l. for during, and until ſuch time as the ſurviving Daughter ſhall have attained her age of 18 years, or be married, which of them ſhall firſt and next happen at the Feaſts and times of payment aforeſaid, by even and equal portions: the firſt payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the Commencement of the ſaid yearly Rent of 300 l. *And* if it ſhall happen that the ſaid Earl ſhall die, having Iſſue Male of his Body, lawfully begotten, and leaving his ſaid Daughters or any of them, not married, or otherwiſe ſufficiently by ſome competent portions provided for them, upon the truſt and confidence that the ſaid *R.T.* and *M.M.* their Executors and Adminiſtrators, ſhall henceforth, and out of the Rents, Iſſues and Profits of the Premiſſes, pay unto every ſuch Daughter or Daughters of the ſaid Earl, as ſhall not be married or provided for as aforeſaid ſeverally, the ſeveral Sums of 4000 l. a peice, of lawful Money of *England*, at the ſeveral and reſpective Ages of 18 years or dayes of Marriage, which ſhall firſt and next happen. *And* if it ſhall happen, that all the ſaid Daughters ſaving one, ſhall dye before they ſhall have ſeverally attained their Ages of 18 years, or be married or provided for as aforeſaid, That then the ſaid *R.T.* and *M.M.* their Executors, Adminiſtrators and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter that ſhall not be Married, or provided for, the ſum of 10000 *l.* of lawful Money of *England*, at ſuch time as the ſaid ſurviving Daughter ſhall have attained her Age of 18 years, or be Married, which of them ſhall firſt happen. *And* as touching the reſidue and remainder of the ſaid Rents, Iſſues and Profits of the ſaid Premiſſes, unto, and for the only uſe and benefit of ſuch perſon and perſons, who ought to have and enjoy the next and immediate reverſion and remainder of the ſaid Mannors and Premiſſes, after the end or other determination of the ſaid 40 years, by virtue of theſe Preſents. *And* it is agreed between the ſaid parties to theſe Preſents, that the ſaid La. *A.* the Daughter, her Heirs and Aſſigns, in caſe the ſaid Earl ſhall die without

Heirs,

Heirs Males of his Body, lawfully begotten, ſhall well and truly pay, or cauſe to be paid unto the other Daughters, beſides the ſaid Lady *A.* the Daughter of the Body of the ſaid Earl lawfully begotten, ſeverally and reſpectively at the place of payment aforeſaid, the full Sum of 4000 l. a peece, of lawful Money of *England*, at, and upon the ſeveral and reſpective Ages of 18 years, or dayes of Marriage of the ſaid other Daughters, which of them ſhall firſt happen, or at, or before the end of one year, next after the deceaſe of the ſaid Earl, in caſe the ſaid other Daughters ſhall then have attained their Ages of 18 years, or be Married. *And* if it ſhall happen, that all the ſaid Daughters, beſides the ſaid Lady *A.* the Daughter, ſaving one, ſhall dye before the dayes and times limited and appointed for the payment of the ſaid ſeveral Sums of 10000 l. as aforeſaid, and that there ſhall be but one Daughter living, beſides the ſaid Lady *A.* the Daughter of the Body of the ſaid Earl lawfully begotten, That then the ſaid Lady *A.* the Daughter and her Heirs and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid one Daughter, at the place of payment aforeſaid, the full Sum of 10000 l. of lawful Money of *England*, at her Age of 18 years, or day of Marriage of the ſaid one Daughter, which ſhall firſt happen, at, or before the end of one whole year next after the deceaſe of the ſaid Earl, without Heirs Males of his body lawfully begotten, in caſe the ſaid one Daughter ſhall then have attained her Age of 18 years, or be Married. Provided alſo, and it is Covenanted, Granted, Concluded and Agreed upon, by, and between all the ſaid parties to theſe Preſents, that if the ſaid Lady *A.* the Daughter, do not, or ſhall not well and truly pay, or cauſe to be paid the ſeveral Sums of 4000 l. and 10000 l. unto ſuch perſon and perſons, and at ſuch times as the ſame was limited, and appointed to be paid by the ſaid Agreement, and according to the true intent and meaning thereof, that then, and from thenceforth, the aforeſaid Eſtate of the ſaid ſeveral Mannors and Premiſſes, out of which the 4000 l. and 10000 l. aforeſaid are limited, is appointed to be paid as aforeſaid, unto the ſaid La. *A.* the Daughter, and the Heirs of her Body, lawfully to be begotten as aforeſaid, ſhall ceaſe, determine, and be utterly void. And then, and from thenceforth the ſaid *B. W.* and *H. D.* and their Heirs, ſhall be, and ſtand ſeiſed of the ſeveral Mannors and Premiſſes, to the only uſe and behoof of all the Daughters of the Body of the ſaid *E.* lawfully begotten, and the Heirs of the Bodies of the Daughters of the ſaid *E.* lawfully begotten, and for default of ſuch Iſſue, to ſuch other uſes, intents and purpoſes, as before in theſe Preſents is thereof limited, appointed and declared; and as by the true intent, and meaning thereof, they ſhould or ought to have done, if the ſaid Eſtate limited in uſe to the ſaid Lady *A.* the Daughter as aforeſaid, had not ceaſed or determined. Provided alſo, as touching the ſaid Term of 99 years, limited and appointed to the ſaid *R. T.* and *M. M.* of the ſaid ſeveral Mannors and Premiſſes. It is declared and agreed, that the ſaid Term of 99 years ſo limited unto them, is nevertheleſs upon this truſt and confidence, that the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall yearly, and every year, well and truly pay, or cauſe to be paid, as well one Annuity, or yearly Sum of

500 l.

500 l. the year; as alſo, 2 ſeveral other Annuities of 200 l. the year in manner and form following, (*That is to ſay*) one Annuity or yearly Rent of 500 l. unto the ſaid *C.* for and during the Term of her natural life, one Annuity or yearly Rent of 100 l. the year, unto *F.* Siſter of the ſaid *E.* for and during the Term of her natural life. And the other Annuity or yearly Rent of 100 l. the year unto *E. C.* of *B.* in the County of *C.* Eſquire for and during the Term of his natural life. The ſaid ſeveral Annuities of 500 l. and 200 l. the year, to be paid at the Feaſt-dayes and place of payment aforeſaid, by even and equal portions: The firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt and next happen, after the ſaid Term of 99 years, ſhall fall and come in poſſeſſion by virtue of theſe Preſents. And further, That the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall forth, and out of the Rents, Iſſues and Profits of the Premiſſes limited unto them for the Term of 99 years aforeſaid, well and truly pay, or cauſe to be paid, the full Sum of 400 l. in manner and form following. (*That is to ſay*) 200 l. thereof to, and amongſt the Children of the ſaid *F.* Siſter to the ſaid Earl, to be equally divided between them. And 200 l. reſidue of the ſaid 400 l. to and among the Children of the ſaid *E. C.* to be equally divided between them, the ſaid ſeveral payments to be made within one year next after the ſaid Term of 99 years, ſhall fall and come in poſſeſſion by virtue of theſe Preſents. Provided alſo, and it is the true intent and meaning of theſe Preſents, and of all the parties to the ſame, that it ſhall and may be lawful unto, and for the ſaid Earl, from henceforth, and at all time and times hereafter, for and during the Term of his natural life, by his Deed or Deeds in Writing, to be by him Sealed and Subſcribed in the preſence of one or more Credible Witneſſes, to demiſe, grant, and to Farm let unto any perſon or perſons, for any Term or number of years determinable, upon one, 2, or 3 lives in poſſeſſion, or for any other Term or Terms of years whatſoever, and upon ſuch yearly Rent or Rents as to the ſaid Earl ſhall ſeem meet, and all and ſingular the Mannors, &c. and every part thereof, with their and every of their Appurtenances. *Neverthleſs*, it is agreed and declared, that ſuch Leaſe and Leaſes, Demiſe and Demiſes, ſhall be ſubject of the aforeſaid yearly Rents, Sums of Money and payments, according to the true intent and meaning of theſe Preſents before expreſſed and declared. *And* it is hereby fully agreed by, and between the ſaid parties to theſe Preſents, for them and their Heirs, that after ſuch Demiſe, Leaſe, limitation or appointment ſo made, according to any of the powers in, and by theſe preſents, limited or reſerved as aforeſaid, That the ſaid *B. W. H. D.* their reſpective Heirs and Aſſigns, the Survivor and Survivors of them, and his Heirs, ſhall ſtand and be ſeiſed of ſuch, and ſo much of the ſaid Mannors &c. as ſhall be ſo Demiſed, Leaſed, Granted, Limited or Appointed to the uſe of ſuch perſon and perſons, and for ſuch Eſtate and Eſtates reſpectively as ſhall be ſo Demiſed, Leaſed, Granted, Limited or Appointed, according to the reſpective powers aforeſaid, charged and chargeable with, and ſubject to the payments of the aforeſaid yearly Rent, Sums of Money, and payment, accord-

ing to the true intent and meaning of theſe Preſents before expreſſed and and declared. And as touching and concerning the Reverſion and Reverſions after the reſpective end and determination of ſuch Demiſes, Grants, Limitations or Apppointments, and the Rents reſpectively reſerved, upon any ſuch Demiſe, Leaſe or Grant to each uſe and uſes, as before in and by theſe Preſents is declared, Limited and Appointed, touching the ſaid Lands ſo Demiſed and Granted, and to none other uſe, intent or purpoſe whatſoever. *In Witneſs*, &c.

A Deed for enjoying of a part in a Voyage, according to the Sum Adventured.

TO all Chriſtian People, &c. I *T. M.* ſend &c. Whereas I the ſaid *T. M.* by virtue and Authority of his Majeſties Commiſſion, under the Great Seal of *England* bearing date, &c. to me in that behalf Granted, do purpoſe and intend very ſhortly to make a Voyage and Adventure to Sea, with theſe Ships and Pynaces hereafter mentioned, That is to ſay, the *A. B.* and the *R.* *And whereas* the ſaid *T. M.* hath, received, and had the day of the date hereof, of *O. P.* of *L.* Merchant, the Sum of 100 l. of &c. which is to be put and run in Adventure, upon the ſaid intended Voyage, in the ſaid Ships and Pynaces, and is by me the ſaid *T. M.* to be imployed in and about the furniſhing and ſetting forth of the ſaid intended Voyage. In Conſideration whereof, *Know ye*, That I the ſaid *T. M.* do Covenant, promiſe and grant, and me and mine Heirs, Executors and Adminiſtrators, do charge and bind to and with the ſaid *O. P.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That I the ſaid *T. M.* mine Executors, Adminiſtrators or Aſſigns, ſhall and will within one Moneth next after the good return of the Ships and Pynaces above mentioned, or any of them, into this Realm of *England*, or any of his Majeſties Dominions, well and truly give, pay, allow and deliver, or cauſe to be paid, allowed and delivered unto the ſaid *O. P.* his Executors or Aſſigns, the juſt part and parcel ratably with other Adventures, in the ſaid Voyage, according to the proportion of the ſame, ſo by me received as aforeſaid, out of, and in all and ſingular the Goods, Treaſures, Merchandizes, Commodities and things whatſoever, which ſhall be had, gotten or obtained, during the ſaid intended Voyage, in, with or by means of the foreſaid Ships and Pynaces, or any of them, without Fraud or Covin. *In Witneſs*, &c.

A

A Deed of Truſt for maintenance for a Wife and Children.

THis Indenture made, &c. Between *J. W.* of *B.* in the County of *E.* of the one part, and *W. H.* of *G.* in the County of *M.* of the other part witneſſeth, That the ſaid *J. W.* for, and in conſideration of the Sum of &c. of lawful Money of *England* to him in hand paid by the ſaid *W. H.* at and before the enſealing and delivery of theſe Preſents, And for divers other cauſes and conſiderations, him the ſaid *J. W.* thereunto eſpecially moving, *Conſideration.* hath granted bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents, doth grant, bargain, ſell, alien, releaſe, and confirm, unto the ſaid *Grant.* *W. H.* his Heirs and Aſſigns for ever, all that the Mannor, &c. and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the ſaid Mannors, Lands, Tenements, and Hereditaments and Premiſſes, and every part and parcel thereof, and all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever of him the ſaid *J. W.* of, in, to, or out of the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and Premiſſes and every or any part thereof; All which ſaid Mannors and Premiſſes, the ſaid *J. W.* by a certain Indenture, bearing date, &c. hath for the conſiderations therein expreſſed, granted, bargained, ſold, demiſed, and to Farm-letten unto the ſaid *W. H.* his Executors, Adminiſtrators, and Aſſigns, from the time of the enſealing and delivery of the ſame recited Indenture, for the term of &c. thence next enſuing, and fully to be compleat and ended, at and under, the Rent of &c. payable &c. if the ſame be lawfully demanded, as by the ſaid recited Indenture more at large appeareth. And all which Mannors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes beſo e mentioned by virtue thereof, and of the Statute of Uſes, now are in the actual poſſeſſion of the ſaid *W. H.* To have and to hold *Habend.* the ſaid Mannor, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, bargained, ſold, aliened, releaſed, and confirmed, or meant, mentioned, or intended, to be hereby granted, bargained, ſold, aliened, releaſed, and confirmed, and every part and parcel thereof, to him the ſaid *W. H.* his Heirs and Aſſigns for ever, to the only and proper uſe and behoof of him the ſaid *W. H.* his Heirs and Aſſigns for ever. And it is hereby agreed, by and between the ſaid parties, That the ſaid *W. H.* and his Heirs ſhall have and hold all and ſingular the Mannors, Meſſuages, Lands, and Premiſſes, with their Appurtenances, upon this ſpecial Truſt and Confidence, nevertheleſs, That he the ſaid *W. H.* his Heirs and Aſſigns, ſhall and may during the joynt lives of the ſaid *J. W.* and *M.* his now wife, receive all the benefits, iſſues, rents, and profits, of all and ſingular the Mannors, Houſes, Tenements, Lands and Premiſſes whatſoever, and imploy the ſame, and every part thereof, wholly for the uſe, maintenance, benefit and livelihood of *M.* now wife of the ſaid *J. W.* and to and for the

livelihood, maintaintenance, and education of the Children of them the ſaid *J.* and *M* and for the maintenance, upholding, and reparation of the Manor and Manſion houſe of the ſaid *J. W.* aforeſaid, called *B.* being a great Houſe, and much decayed, with all the Out houſes, Barns, Stables, Dove-houſes, and Buildings thereunto belonging. And upon this further truſt and confidence, That he the ſaid *W. H.* and his Heirs, from and after the death of the ſaid *J. W.* ſhall and will permit and ſuffer the ſaid *M. W.* during her life, to have, take, perceive and enjoy the Moyety, or one half of all the Manſion Houſe called *B.* and of all and ſingular the Rents, Iſſues, and Profits of the ſaid Mannors, Lands and Premiſſes, for her Joynture, livelihood and maintenance, and the livelihood, maintenance, and education of the younger Children of them the ſaid *J.* and *M.* And for and during the life of the ſaid *M.* ſhall and will permit and ſuffer the eldeſt Son of the ſaid *J.* and *M* then living, to have, take, perceive and enjoy the other Moyety of the ſaid Manſion-Houſe, called *B.* and of the Rents, Iſſues, and Profits of the ſaid Mannors, Lands, Tenements, Hereditaments, and Premiſſes, for his livelihood and maintenance; and in caſe the ſaid *J. W.* have no Iſſue Male living at the time of his death, then upon Truſt and Confidence, that the ſaid *W. H.* and his Heirs, ſhall and will permit and ſuffer the Daughters or Daughter of the ſaid *J. W.* and *M.* his Wife, for and during the life of the ſaid *M.* to have, hold, take, receive, perceive, and enjoy one Moyety of the Rents, Iſſues, and Profits of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, for their and her livelihood and maintenance: And in caſe there ſhall be no Iſſue of the Body of the ſaid *J. W.* and *M.* his Wife living at the time of his death; or in caſe the ſaid iſſue ſhall happen to die, during the ſaid *M.* her life, then upon Truſt and Confidence, that the ſaid *W. H.* and his Heirs ſhall permit, and ſuffer the ſaid *M W.* to have, perceive, take, and enjoy all the Rents, Iſſues, and Profits of all and ſingular the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, during her life, for her better livelihood and maintenance. And in caſe there ſhall be any Iſſue of the body of *J. W.* and *M.* his wife, living at the time of the death of the ſaid *M W.* then upon this further Truſt and Confidence that the ſaid *W. H.* and his Heirs, ſhall and will, at the requeſt, and at the proper coſts and charges in the Law of the Son or Daughters of the ſaid *J. W.* as ſhall be then Heir or Heirs of the bodies of the ſaid *J. W.* and *M.* his Wife, grant, alien, convey, aſſure, and diſpoſe of the ſame Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, unto the ſaid Heir or Heirs, of the bodies of the ſaid *J. W.* and *M.* his wife, their Heirs and Aſſigns; And in caſe there ſhall be no Iſſue of the bodies of the ſaid *J. W.* and *M.* his Wife, living at the time of the death of the ſaid *M.* then upon this ſpecial Truſt and Confidence, and to the intent and purpoſe, that the ſaid *W. H.* his Heirs and Aſſigns, ſhall and will ſell, or otherwiſe diſpoſe of the ſaid Mannors, Lands, Tenements, Hereditaments, and Premiſſes ſo Eſtated upon him the ſaid *W. H.* and his Heirs, by theſe Preſents as aforeſaid, and ſhall imploy and diſpoſe of the ſame, or of the Moneys ariſing upon the ſale thereof, in ſuch manner as the ſaid *W.* ſhall by his laſt Will and Teſtament in Writing, limit, direct, and appoint. And it is further agreed by and betwixt the ſaid parties to

theſe

ſents, and the ſaid *J. W.* doth hereby declare, That it ſhall and may be lawful to and for the ſaid *W. H.* and his Heirs, to defaulk and deduct out of the Moneys which ſhall be raiſed out of the ſale of the ſaid Mannors, Lands, Tenements, and Premiſſes, all ſuch Moneys, charges, and expences as he and they ſhall lay out, expend, or ſhall be damnified, in or by the managing and execution of this preſent Truſt. In Witneſs, &c.

To ſell Land to pay Debts and Legacies.

UPon Truſt and Confidence, nevertheleſs, to the intent and purpoſe, That they the ſaid *A. B.* and *C. D.* and their Heirs, ſhall ſell and diſpoſe of the ſaid Mannor of *L.* and all the Meſſuages, Lands, Tenements, and Hereditaments eſtated upon them the ſaid *A. B.* and *C. D.* and their Heirs by theſe Preſents, and ſhall imploy and diſpoſe of the Money ariſing upon ſale of the ſaid Mannors and Premiſſes towards the ſaid ſatisfying and diſcharging of all the proper Debts of the ſaid *E. F.* and of all ſuch Legacies as the ſaid *E. F.* ſhall by his laſt Will and Teſtament in Writing give, deviſe, or bequeath to any perſon or perſons whatſoever. And to the intent alſo, and upon this further Truſt and Confidence, that after the ſaid Debts and Legacies ſhall be paid and ſatisfied, and after the ſaid *A. B.* and *C. D.* ſhall be ſatisfied all ſuch charges and diſburſments as they ſhall lay out, diſburſe and expend in the managing and executing of this preſent Truſt, they the ſaid *A. B.* and *C. D.* and their Heirs, ſhall pay over the ſurpluſage of the ſaid Moneys that ſhall be raiſed by the ſale of the ſaid Mannor and Lands, if any be, unto the ſaid *E. F.* And the ſaid *E. F.* doth hereby declare, That the Debts which he doth intend, ſhall be ſatisfied out of the Moneys raiſed by the ſale of the ſaid Mannor and Premiſſes, are his own proper Debts; and not ſuch as he doth or ſhall ſtand engaged in, as ſurety for any other. And the ſaid *E. F.* doth hereby alſo declare, That it ſhall and may be lawful, to and for the ſaid *A. B.* and *C. D.* and their Heirs, to defaulk, and deduct out of the Moneys, that ſhall be raiſed by the ſale of the ſaid Mannor and Premiſſes, all ſuch Moneys, charges, and expences, as they ſhall lay out, expend, or be damnified in the managing and execution of this preſent truſt.

A Declaration of a Truſt concerning Conveyances taken in other mens names.

THis Indenture made, &c. between &c. now witneſs theſe Preſents; and the ſaid *T. A.* and *R. C.* ſeverally and reſpectively do hereby acknowledge and declare, That the Money and conſideration paid and diſbur-

ſed as well for the Aſſignment of the ſaid Leaſe, as alſo for the bargain and ſale of the ſaid Meſſuage or Tenement, and other things therein contained, was the proper Money of the ſaid *T. H.* and that their names were therein uſed at the nomination and appointment, and for the only uſe and benefit of the ſaid *T. H.* his Heirs and Aſſigns. And thereupon it is agreed by and between the parties to theſe Preſents, and hereby declared, That the ſaid *T. A.* and *R. C.* &c. their Heirs, Executors, or Adminiſtrators, do and ſhall hold the Eſtates aforeſaid reſpectively upon theſe Truſts, *Videlicet*, That they ſhall permit and ſuffer the ſaid *T. A.* his Heirs and Aſſigns, and ſuch perſons as he or they ſhall nominate or appoint, to have hold, and enjoy the ſaid Meſſuage or Tenement, and other things, and the Rents and Profits thereof to take to his own uſe, and ſhall and will alſo at the Requeſt and Charges of the ſaid *T. H.* his Heirs or Aſſigns, grant, convey, and aſſign the ſaid Meſſuage &c. and all their Eſtate therein, unto ſuch perſons as the ſaid *T. H.* or his Heirs ſhall appoint.

An Aſſignment to Feoffees in Truſt.

THis Indenture made, &c. Between *T. C.* of *W.* &c. of the one part, and *W. B.* of &c. Gent. and *H. C.* of *W.* aforeſaid, Yeo. of the other part; Witneſſeth, That whereas *R. S.* of *S.* in the ſaid County Eſq; by his Indenture of Leaſe bearing date &c. did thereby (for the conſideration therein expreſſed) demiſe, grant, ſet, and to Farm let unto the ſaid *T. C.* and his Aſſigns, all that his Meſſuage and Tenement, with the Appurtenances, ſituate &c. in *W.* and in *V.* aforeſaid &c. or in both or either of them late in the Tenure &c. of *T. L.* or his Aſſigns, and then or now are in the Tenure of the ſaid *T. C.* or his Aſſigns, together with all Houſes, Edifices, Buildings, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Leaſows, Paſtures, Woods, Underwoods, Commons, Common of Paſture, Moſſe-room, Wayes, Waters, Eaſements, Liberties, Profits, Commodities, and Hereditaments to the ſaid Meſſuage and Tenement, and Premiſſes lying, belonging, &c. or reputed, taken, or known as part &c. with all and ſingular their Appurtenances, To have, &c. and peaceably to enjoy the ſaid Meſſuage and Tenement, Edifices and Buildings &c. and all other the Premiſſes, and all and ſingular their Appurtenances, unto him the ſaid *T. C.* and his Aſſigns, for and during all the term of the natural life and lives of him the ſaid *T. C. H. C.* Brother of the ſaid *T.* and *R. A.* of &c. Yeo. and for and during all the term of the natural life and lives of them longeſt living, yielding &c. unto the ſaid *R. S.* his Heirs and Aſſigns the ancient yearly Rent of 27 s. 4 d. of &c. at the Feaſt day of &c. by equal portions, with the ſuits, ſervices, boons, averages, and duties due, and of Right heretofore accuſtomed to be yeilded, paid, or done, for the ſaid Meſſuage, Tenement, and Premiſſes, with divers Appurtenances, as in and by the ſaid recited Indenture of Leaſe, Relation &c. Now this Indenture further witneſſeth, That the ſaid *T. C.* for and in conſideration of a Marriage already had

and

and ſolemnized between him the ſaid *T. C.* and *E.* now wife of the ſaid *T.* and of the Sum of 60 l. of &c. paid and given in Marriage unto the ſaid *T. C.* with her the ſaid *E.* and alſo for the better livelihood and ſtay of living, to and for the ſaid *E.* if ſhe fortune to ſurvive and out-live him the ſaid *T. C.* as alſo for and to the end, that the ſaid Meſſuage, Tenement, and Premiſſes, with the Appurtenances, may be uſed, occupyed, and imployed, during the term hereafter ſpecified, according to ſuch and the ſame Limitations, Truſts, Proviſoes, and Uſes, as hereafter in and by theſe Preſents are mentioned &c. and to and for no other Uſe or Uſes, Truſts, Limitations or Proviſoes whatſoever, in any wiſe, hath granted, aſſigned, and ſet over, and by theſe preſents, doth grant &c. unto the ſaid *W. B.* and *H. C.* their Executors, Adminiſtrators, and Aſſigns, all the ſaid Meſſuage or Tenement, Edifices, &c. and Hereditaments thereunto belonging, with the Appurtenances whatſoever, together with the ſaid recited Indenture of Leaſe, and all the Eſtate, Right, Title, and Intereſt of him the ſaid ſaid *T. C.* of, in, and to the ſaid Premiſſes and of, in, and to every or any part or parcel thereof, To have, &c. the ſaid Meſſuage and Tenement, and all and ſingular other the above recited Premiſſes, with the Appurtenances, to the ſaid *W. B.* and *H. C.* and their Executors, Adminiſtrators, and Aſſigns, from &c. for and during all the term of 99 years then next &c. fully to be &c. (if the term mentioned in the ſaid recited Indenture of Leaſe ſo long &c. to ſtand and be poſſeſſed thereof, to and for ſuch and the ſame Limitations &c. as hereafter in and by theſe Preſents are mentioned &c. and to and for none other Limitation whatſoever in any wiſe; (That is to ſay) upon ſpecial Truſt and Confidence nevertheleſs that the ſaid *W. B.* and *T. C.* their Executors, &c. ſhall and will permit and ſuffer the ſaid *T. C.* and his Aſſigns to have &c. and peaceably to enjoy the ſaid Meſſuage or Tenement, and Premiſſes, with the Appurtenances, from &c. for and during ſo many years of the ſaid term of 99 years as ſhall expire and run up in the life-time of the ſaid *T. C.* he the ſaid *T C.* and his Aſſigns, paying and diſcharging all the Rents, Duties, and Services due and payable for the ſame; and that immediately after the Death and Deceaſe of the ſaid *T C.* the ſaid *W. B.* and *H. C.* the Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid *E.* now Wife of the ſaid *T. C.* and her Aſſigns, to have &c. the Moyety and one half part of the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, with the Appurtenances, from thenceforth during ſo many years &c. if ſhe the ſaid *E* ſhall keep her ſelf ſole, chaſte, and unmarried, and of honeſt Converſation of her body, and alſo if the term &c. *ut ſupra*; but if ſhe ſhall happen either to marry or miſcarry, then after marriage or miſcarriage (whether ſhall firſt happen, the ſaid *W. B* and *H. C.* their Executors, &c. ſhall and will permit &c. the ſaid *E.* and her Aſſigns to have the ſaid Meſſuage &c. thenceforth during *ut ſupra*, if the Original Leaſe &c. for and in lieu, contemration, and full ſatisfaction of her Right, Title, of Joynture; ſhe the ſaid *E.* and her Aſſigns paying and diſcharging the Moyety or one half part of the Rents, Duties, and ſervices, due and payable for the ſame, during ſuch time as ſhe ſhall keep her ſelf ſole, &c. and after marriage or miſcarriage, a full 3d. part of the ſaid Rents, &c. from year to year during &c and that immediately after the deceaſe of the ſaid *T. C.* the ſaid *W. B.* &c. their &c. ſhall and will

receive, perceive, and take the Rents, Iſſues, and Profits as well of the other Moyety or half of the ſaid Meſſuage &c. until the ſaid *E.* ſhall happen to marry or miſcarry; as alſo two parts thereof after ſuch marriage or miſcarriage, and the ſame ſhall and will convert, imploy, and beſtow to and for the perſonal ſuſtainance, Education, and bringing up of the Children of the ſaid *T.* to be begotten on the body of the ſaid *E.* reſpectively, untill the eldeſt of his Sons, and for default of ſuch Iſſue, the eldeſt of his Daughters, ſhall accompliſh his or her Age of 21 years, and immediately after ſuch Son, and for Default of ſuch Iſſue, ſuch Daugher ſhall have accompliſhed the age aforeſaid, the ſaid *W. B.* other &c. ſhall and will permit and ſuffer ſuch Son or ſuch Daughter, and their Aſſigns, to have &c. as well two parts of the ſaid Meſſuage &c. in the caſe aforeſaid, or elſe the Moyety thereof, as alſo the whole Meſſuage from and after the deceaſe of the ſaid *E.* for and during the reſt and reſidue of the ſaid Term, &c. then to come and unexpired fully to be compleat &c. if the Term in the &c. for and under the Rents, &c. due for the ſame; and if it happen the ſaid *T.* to dye &c. without Iſſe of his Body lawfully begotten, that then the Feoffees ſhall permit &c. *R. S.* the Son and his Aſſigns and the Iſſue of his Body lawfully to be begotten, to have, &c. the ſaid Meſſuage &c. from thenceforth, for and during the reſt, *Ut ſupra*, fully &c. if the Term &c. in ſuch ſort, manner and form, as the Iſſue of the ſaid *T. C.* ſhould or might have had, held, or enjoyed the ſame, as above is mentioned and limited, and to and for none other limitation, &c. or uſe whatſoever in any wife. **In Witneſs**, *&c.*

An Indenture where a Debt is made in one mans name, and yet 2 mens Money.

THis Indenture made &c. **Witneſſeth**, That whereas *R. S.* by one Recognizance made according &c. with a Condition thereupon made, expreſſed in a pair of Indentures of Defeaſances, bearing the date of the ſame Recognizance wherein the ſaid *A. B.* hath Covenanted; That then &c. Or elſe &c. Of the which Sum of 500 l. the ſaid *A. B.* doth by theſe Preſents acknowledge and confeſs, That the Sum of 250 l. parcel thereof, is the proper Debt and Money of the ſaid *C. D.* and was and is made payable with the reſt of the whole Debt, wholly to the ſaid *A. B.* upon Truſt and Confidence in him repoſed and put, by the ſaid *C. D.* for and touching his ſaid part thereof, and the reſt thereof belongeth to the ſaid *A. B.* Therefore and in conſideration whereof, the ſaid *A. B.* for him &c. That he the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, at the ſaid &c. day of &c. if the ſaid Sum of 500 l. ſhall be paid to him or them, according as is limited in the ſaid Indenture of Defeaſance, ſhall then well and truly pay, &c. the ſaid Sum of 250 l. parcel thereof. And if Default of payment thereof ſhall be then had or made, in part or in all, that then, or at any time after, the ſaid *A. B.* his Execu-

tors,

tors, Adminiſtrators, or Aſſigns, ſhall not give any longer day or reſpite of payment of the ſaid Sum of 500 l. or any part thereof, without the Conſent of the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns; But ſhall with effect ſue for and recover the ſaid Penalties of as ſoon, and with as much ſpeed as he or they lawfully and reaſonably may do, by virtue of the ſaid Recognizance, at the Coſts and Charges of both the ſaid parties totheſe Preſents, their Executors or Aſſigns, according to the Rate of their ſeveral portions of the Debt aforeſaid. And that the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may quietly have, receive take, and enjoy to his and their own proper uſe all ſuch and ſo much of the ſaid Penalties of or of ſuch other recompence, as in that behalf ſhall be recovered or gotten as to the ſaid *C. D.* ought to to belong of the Debt and penalties aforeſaid, according to the Rate of his ſaid portion of the ſaid Debt: That is to ſay, part and portion like of the ſame, which the ſaid *A. B.* his Executors, and Aſſigns, according to the Rate of his ſaid portion in like ſort, ſtate, and condition, in all points and things as the ſaid *A. B.* his Executors or Adminiſtrators, ſhall or may have or enjoy the reſidue thereof, without Let, Claim, Hinderance, Denial, Releaſe, or Diſcharge, of or by the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, or any of them, and without any account or other thing thereof or therefore, to him or them, in any wiſe to be made, yielded, or given. In Witneſs, *&c.*

A Declaration of a Truſt in a Leaſe.

THis Indenture Witneſſeth; and it is hereby Teſtified and Declared, That the ſaid ſeveral Aſſignments and Grants before mentioned, are made to the ſaid *J. L.* upon ſpecial Truſt and Confidence, to the uſes, intents, and purpoſes hereafter mentioned; That is to ſay, That the ſaid *J. L.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and will permit and ſuffer the ſaid *E. F.* his Heirs and Aſſigns, for and during the Term of his natural life, to have, receive, perceive, and take the Rents, Iſſues, and Profits of all and ſingular the ſaid Lands, Tenements, Hereditaments, and Premiſſes; And from and after his deceaſe, ſhall permit and ſuffer Dame *J. E.* wife to the ſaid *E. F.* to receive, perceive, and take the Rents, *ut ſupra* &c. during the Term of her natural life: And after their deceaſes, that the ſaid *J. L.* during his natural life, ſhall have, receive, *ut ſupra*, &c. And after his deceaſe, the Heirs, Executors, Adminiſtrators, and Aſſigns of the ſaid *J. L* ſhall ſtand and be ſeiſed, and poſſeſſed in Truſt for *R. L.* eldeſt Son of the ſaid *J. L* and the Heirs Males of his Body to be begotten. And in caſe the ſaid *R. L.* ſhall dye without Iſſue Male, in Truſt for *T. L.* 2 d. Son of the ſaid *J. L.* and the Heirs Males of his Body lawfully to be begotten; And in caſe the ſaid *T. L.* ſhall dye without Iſſue Male, in Truſt for *M. L.* third Son of the ſaid *J. L.* and the Heirs Males of his Body lawfully to be begotten, And in caſe

caſe *M. L.* ſhall dye without Iſſue Male; then to the Heirs, Executors, or Adminiſtrators, of the ſaid *J. L.* the Father Reſpectively, and their Aſſigns, for ever. And upon further Truſt and Confidence, That in caſe the ſaid *E. F.* or any other the parties to whom the ſaid Premiſſes are limited in Truſt as aforeſaid, ſhall have and deſire, or be minded to renew all or any of the ſaid Leaſes, Then the ſaid *J. L.* his Heirs, Executors, and Adminiſtrators, according to their reſpective Intereſts, ſhall and will, upon Requeſt in that behalf to be made, and at the Coſts and Charges of her, him, or them ſo deſiring the ſame, ſurrender all or any of the ſaid Leaſes and Premiſſes hereby reſpectively Demiſed, and all his or their Eſtates or Intereſts, therein, ſo as ſuch of the ſaid Leaſes ſo to be Renewed, ſhall be aſſigned and ſet over unto ſuch perſon or perſons as ſhe or they that ſhall procure the ſame, ſhall nominate, and appoint upon ſuch Truſt and Confidence, and to ſuch intents and purpoſes as is herein before declared, limited, and appointed; And upon further Truſt and Confidence, That the ſaid *J. L.* his Heirs, Executors, and Adminiſtrators, ſhall from time to time according to their reſpective Eſtates, Grant and make out to any perſon and perſons, all and every ſuch Leaſe and Leaſes of the ſaid Premiſſes, or any part thereof, as any of the parties who ſhall have the preſent benefit and profit of the ſaid Premiſſes ſhall require; And which he the ſaid *J. L.* his Heirs, Executors, or Adminiſtrators may lawfully do, according to the purport, intent, and true meaning of theſe Preſents, ſo as upon the ſaid Leaſe and Leaſes, ſo to be made as aforeſaid, there be reſerved the accuſtomed Rent, and ſo as the ſaid Leaſe and Leaſes ſo to be made as aboveſaid, do not exceed the number of twenty one years. Provided always nevertheleſs, and upon Condition, That if the ſaid *E. F.* ſhall at any time hereafter during the term of his natural life, be minded and reſolved to revoke and fruſtrate and make void this preſent Grant, Bargain and Sale, and ſhall for that intent and purpoſe pay, or tender, or cauſe to be paid or tendred unto the ſaid *J. L.* his Heirs, Executors, or Aſſigns, or any of them, or to any other perſon or perſons, to his or their uſe, the Sum of 10 ſhill. of lawful Money of *England*, with intent to make void the ſame; That then, and immediately from and after ſuch payment, or tender, had or made, this preſent Grant, Bargain and Sale, ſhall be utterly void, fruſtrate, and of none effect, to all intents, conſtructions, and purpoſes whatſoever, any thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

An Indenture to Declare the Uſe of a Fine and Recovery levyed and ſuffered.

THis Indenture made &c. Between *A.M.* &c. *J.B.* and *G.B.* of the one part, and *R.C.* &c. of the other part; Whereas the ſaid *A.M.* being ſeiſed in his Demeſne as of Fee, of and in certain Meſſuage, Lands, Tenements, and Hereditaments with the Appurtenances, ſituate, lying, and being in *W.* in the County of *C.* And it having been agreed between the ſaid *A.M.* and the ſaid *R.C.* that for valuable conſideration of Money to the ſaid *A.* to be paid by the ſaid *R.C.* ſhould convey the ſaid Lands and Premiſſes unto the ſaid *R.C.* and his Heirs, in ſuch manner as the Councel learned of the ſaid *R.C.* ſhould adviſe or require. And whereas by advice of the Councel learned of the ſaid *R.C.* in E. Term laſt paſt, before the date hereof, in the Court of *Common-Pleas* at *W.* did commence, proſecute, and bring one Writ of *Entry, Sur diſſeiſin en le poſt*, againſt the ſaid *R.C.* demanding thereby one Meſſuage, 2 Gardens, &c. with the Appurtenances in *W.* aforeſaid; unto which Writ the ſaid *R.* did appear, and did vouch to Warranty the ſaid *A.M.* who being then preſent in Court, the ſaid Voucher in her proper perſon vouched over one Voucher, whereby a good and perfect Common Recovery of the ſaid Premiſſes, with double Voucher, according to the form of Common Recoveries, in ſuch caſe uſed, was in due form of Law ſuffered and executed. And whereas the ſaid *A.* in *E.* Term aforeſaid, by advice of Councel of the ſaid *R.C.* did levy and acknowledge in due form of Law, before his Majeſties Juſtices of his Highneſs ſaid Court of *Common-Pleas*, unto the ſaid *R.C.* and his Heirs, one *Fine, Sur conuſance de droit Come ceo*, &c. with Proclamation thereupon had, according to the form of the Statute in that behalf made and provided, of, for, and concerning the ſaid Premiſſes, and the manner of one Meſſuage, one Garden, &c. in and by the ſaid Fine and Recovery, and relation being thereunto had, more fully and at large appeareth. Now this Indenture Witneſſeth, That the ſaid *J.B.* and *G.B.* and *A.M.* and every of them, for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, do covenant, promiſe, grant, declare, and agree, to and with the ſaid *R.C.* his Heirs and Aſſigns, and to and with every of them by theſe preſents, that the ſaid recited Fine and Recovery, and the Recoveror and Recoverors therein named, and their Heirs and Aſſigns, and the Heirs of the Survivor of them, and all other perſon and perſons, which now are, or ſhall be ſeized of the ſaid recited Premiſſes, and every part and parcel thereof, ſhall thereof ſtand and be ſeiſed, to and for the only uſe and behoof the ſaid *R.C.* his Heirs and Aſſigns for ever, and to and for no other uſe, intent, or purpoſe whatſoever; In Witneſs, &c.

An

An Indenture to declare the Uſes of a Fine and Recovery levyed ſuffered.

THis Indenture made &c. And whereas the ſaid *J. S.* in *M.* Term laſt, did levy and acknowledge a Fine in the Court of Common Pleas at *W.* unto *J. G.* of all the ſaid Meſſuages, Lands, Tenements, and Hereditaments before mentioned, to the intent and purpoſe, that the ſaid *J. G.* might become Tenant of the Free-hold of the ſaid Meſſuages, Lands, and Premiſſes, to the end, that a Writ of *Entry* in the *Poſt*, might be brought and proſecuted againſt him, That a Common Recovery might be had of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, according to the courſe of Common Recoveries, uſed and accuſtomed; And whereupon a Writ of *Entry* was duly ſued out and proſecuted againſt the ſaid *J. G.* and thereupon a Common Recovery was alſo had and duly executed. Now it is agreed by and between all the ſaid parties, and it is hereby declared, that the ſaid Fine was ſo had and levyed, and intended to be, to the only uſe of the ſaid *J. G.* and his Heirs, to the intent that he might become Tenant of Free-hold of the ſaid Lands and Premiſſes, until the ſaid Recovery was ſo had and executed. And that after the ſaid Recovery was ſo had and executed, the ſaid Fine and Recovery, and the Conuzees and Recoverors, in or by the ſame was meant and intended to be, and ſhall be, to the only uſe, benefit, and behoof of the ſaid *J. S.* his Heirs and Aſſigns, to the intent, that all former Entails, and every Reverſion and Reverſions, being barred thereby, the ſaid *J. S* might thereby become ſeized of an abſolute and perfect Eſtate in Fee-ſimple. for the better ſetling the ſaid Meſſuages and Premiſſes, to the uſes herein before mentioned, and to none other uſe, intent or purpoſe whatſoever.

An Indenture to declare the Uſe of a Fine levyed.

THis Indenture *Tripartite*, made &c. Between *R. F.* ſometime of &c. and *J.* his Wife of the firſt part, *J. W.* of &c. and *A.* his Wife of the ſecond part, and *A. M.* of &c. and *T. S.* of &c. of the third part: Whereas they the ſaid *R. F.* and *J.* his Wife, and *J. W.* and *A.* his Wife, having in the term of &c. laſt paſt, knowledged a Fine in due form of Law of all thoſe 2 Meſſuages or Tenements called &c. with the Appurtenances, and of 4 Cottages, and one Curtillage; with the Appurtenances, in the Pariſhes of &c. to the

ſaid

ſaid *A. M.* and *T. S.* and to the Heirs of the ſaid *A.* for ever, which ſaid Premiſſes, were late the Lands, Tenements, and Hereditaments of *E. M.* late of &c. deceaſed, and at the levying of the ſaid Fine, were the Inheritance of the ſaid *J. F.* party to theſe preſents, Siſter of the ſaid *E. M.* Now this Indenture Witneſſeth, that the true intent and meaning of the ſaid Fine, and of all the parties thereunto, and of theſe Preſents, was, and is, and it is by theſe preſents, and by all the Parties thereunto declared, that the ſaid Fine, and all effects thereof, ſhall be, and enure, and ſhall be conſtrued and taken to be and enure, to the only uſes, behooſs, intents, and purpoſes hereafter mentioned, (*That is to ſay*) to the uſe and behoof of them the ſaid *J. W.* and *A.* his Wife, their, and either of their Aſſigns, for and during the natural life of the ſaid *A.* and from and after the deceaſe of the ſaid *A.* then to the uſe and behoof of the ſaid *R. F.* and *J.* his Wife, their Heirs and Aſſigns for ever, and to no other uſe or uſes, intents or purpoſes, any matter or thing in the ſaid Fine contained, to the contrary thereof notwithſtanding: In Witneſs, *&c.*

To declare the Uſe of a Fine levyed.

Now whereas the ſaid *T. F.* and *M.* his Wife, have laſt *E.* Term, levyed a Fine to the ſaid *F. T.* and *H. H.* as well of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, by the ſaid Indenture, bearing date &c. mentioned to be bargained and ſold to the ſaid *H. H.* and his Heirs; as alſo of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, by the ſaid Indenture, bearing date &c. mentioned to be bargained and ſold, to the ſaid *F. T. M. P.* and *T. T.* their Heirs and Aſſigns; And alſo of 2 other Tenements or Cottages, Orchards, Gardens and Backſides, with the Appurtenances thereunto belonging and therewith uſed, occupied or enjoyed, now or late in the Tenure, Poſſeſſion, or Occupation of *R. M.* and *Eliz. M.* near adjoyning to the ſaid Capital Meſſuage, or Manſion-Houſe. Now theſe Preſents do witneſs and declare, that the true intent and meaning of the levying of the ſaid Fine, at the time of the levying thereof, was, and ſo is to be taken, to be to the uſes, intents, and purpoſes following, as for and concerning the ſaid Meſſuages, Lands, Tenements and Hereditaments, mentioned to be granted, bargained, and ſold to the ſaid *H. H.* and his Heirs, by the ſaid Indenture, bearing date &c. To the uſe of &c.

A Deed to levy a Fine.

This Indenture, &c. Between *A. R.* of the one part, and *R. G.* Cit. &c. and *T. G.* &c. of the other part, Witneſſeth; that the ſaid *A. R.* for divers conſiderations him moving, doth by theſe Preſents covenant, grant, conculde,

clude, condeſcend, and agree, to and with the ſaid *R.* and *T.* That the ſaid *A.* ſhall and will in this preſent Term of St. *M.* knowledge and levy unto the ſaid *T.* and *R.* one Fine with Proclamations and Cognizances of Right, as that which the ſaid *R.* and *T.* had of the Gift of the ſaid *A.* of the Mannor &c. 53 Meſſuages, 26 Cottages, 12 Tofts, 800 Acres of Land, 400 Acres of Meadow, 1000 Acres of Paſture, 100 Acres of Wood, and 20 s. Rent, with their Appurtenances, in &c. in the ſaid County of *S.* and of all other the Lands, Tenements, Rents, Titles, Services, and other Hereditaments of the ſaid *A.* ſet, lying, and being in the ſaid County of *S.* And the ſaid Fine ſo to be levyed, and the Mannors, Lands, Tenements, and Hereditaments in the ſaid Fine expreſſed, ſhall be to the uſe of the ſaid *A. R.* hereafter expreſſed, and to the uſe and intent that the ſaid *A. R.* ſhall or may at any time hereafter, during the life of the ſaid *A.* make Leaſes for term of 21 years, of all and ſingular the Premiſſes, with their Appurtenances, or of any part thereof, ſhall remain and come after the death of the ſaid *A.* according to the quantity, portion, or part of the ſaid Lands, Tenements, and Hereditaments, that ſo ſhall remain or come to every ſuch perſon, and after ſuch Leaſe or Leaſes ſo made, the ſaid *R.* and *T.* and either of them, and all other perſon and perſons, claiming by, from, or under them, or any of them, ſhall ſtand, and be of the Premiſſes ſeiſed to the uſe of ſuch Leaſes, during their ſeveral Terms, and no longer. Provided alwayes, that if the ſaid Leaſes, or any of them, ſhall not content and pay the ſaid Rents, and every part thereof, within 15 dayes, the dayes of payment thereof, that then and from thenceforth, the Uſes limited by theſe Preſents unto the ſaid Leaſes, ſhall be utterly void, ceaſe, and determine; And that then and from thenceforth, the ſaid *R.* and *T.* and all other perſons claiming from, by, or under the ſaid *R.* and *T.* or the ſaid *A.* ſhall ſtand and be of the Premiſſes, ſeiſed to other the Uſes in theſe Premiſſes limited, as if no ſuch Leaſe had been had or made, any thing to the contrary notwithſtanding. And if it fortune *M.* now Wife of the ſaid *A.* to deceaſe and dye, during the life of the ſaid *A.* then the ſaid Parties do further grant, covenant, conclude, and agree, the one with the other: That the ſaid *R.* and *T.* ſhall ſtand and be ſeiſed to the uſe of ſuch perſon, as the ſaid *A.* ſhall take to Wife, in ſuch manner and form, and of ſo much of the Premiſſes as the ſaid *A.* ſhall by his Deed made, to or with any perſon, limit, declare, and appoint to ſuch perſon as the ſaid *A.* ſhall take to Wife. And it is further Covenanted and granted between the ſaid Parties, That if the ſaid *A.* fortune to deceaſe, leaving the ſaid *M.* now Wife of the ſaid *A.* that the ſaid *R.* and *T.* and all other claiming by, from, or under them, ſhall ſtand and be ſeiſed of the Moyety, and half part of the ſaid Mannors, Lands, Tenements, and Hereditaments, as ſhall be expreſſed and nominated in the ſaid Fine, to the uſe of the ſaid *M.* for term of her natural life. And it is further Covenanted, granted, concluded, condeſcended, and agreed between the ſaid parties, that the ſaid Fine ſo to be levied, during the life of the ſaid *A.* ſhall be to the uſe of the ſaid *A.* for term of his natural life, and after the deceaſe of the ſaid *A. R.* the ſaid Fine to be levyed of the ſaid Mannors, Lands, Tenements, and Hereditaments, and of all other the Premiſſes, with their Appurtenances, ſhall be to the uſe of the

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ſaid *R. R.* Son of the ſaid *A.* and *M.* Wife of the ſaid *A.* and of the Heirs Males of his Body lawfully begotten, (ſaving and alwayes reſerved) the Intereſt and Eſtail of the ſaid *M.* and other the Wives of the ſaid *A.* by theſe Preſents limited and appointed; as alſo the Intereſt and Eſtail of ſuch Tenant and Tenants for Term of years, as the ſaid *A.* ſhall make, and according to the true meaning and intent of theſe preſents, as is aforeſaid. And if the ſaid *R. R.* dye without Iſſue of his Body lawfully begotten, then the ſaid Fine ſo to be levied, ſhall be to the uſe of other the Heirs Males of the Body of the ſaid *A.* and to the Heirs of their Bodies lawfully begotten; and for default of ſuch Iſſue Males, then to the uſe of the Heirs Females of the Body of the ſaid *A.* and the Heirs of their Bodies lawfully begotten; and for default of ſuch Iſſue, then to the uſe of *T. W.* and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, then to the uſe of *J. W.* of *H.* in the County of *N.* Eſq; and Brother of the ſaid *T. W.* and to the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, then to the Right Honourable *A. B.* Earl, &c. and the Heirs of his Body lawfully begotten, and for default of ſuch Iſſue, then to the Right Honourable *C. D.* Earl, &c. and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, then to the uſe of *R. H.* Son of Sir *O. H* Knight, and the Heirs males of his Body lawfully begotten; and for default of ſuch iſſue, then to the uſe of *E. T.* Son of *T. T.* of &c. and to the Heirs of his Body lawfully begotten; and for default &c. then to the uſe of our Soveraign Lord King *James* of *England*, &c. King, and to his Heirs and Succeſſors for ever. Provided alwayes, That if our Soveraign Lord the Kings Majeſty, or any of his Succeſſors, ſhall bargain, ſell, give, grant, or aſſign the ſaid Remainder, Eſtate, and Intereſt of and in the Premiſſes, or any part or parcel thereof, otherwiſe then for term of life or in tail, to any other then to the Right Honourable the Earl &c. or his Heirs, that then the uſe by theſe Preſents limited unto his ſaid Majeſty, his Heirs or Succeſſors, ſhall ceaſe and determine, any thing to the contrary notwithſtanding. Nevertheleſs, the Premiſſes, notwithſtanding, it is Covenanted, granted, concluded, and agreed between the ſaid parties, that the next day after any Grant or Grants, that hereafter ſhall be made of the Premiſſes, or any part or parcel thereof, by our ſaid Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors, contrary to the true meaning and intent of theſe Preſents, the Rent of the ſaid Premiſſes, and the Lands in the ſaid Fine contained, and every part and parcel thereof, the ſaid before limited Eſtates ſhall be again the next day after ſuch Grant, to the uſe of the ſaid Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors as aforeſaid, or to the uſe of ſuch his Majeſties Succeſſors, as ſhall make any Grant, contrary to the true meaning of theſe preſents. And if our ſaid Soveraign Lord, his Heirs or Succeſſors, after the ſaid new veſting of the ſaid Eſtate, ſhall make any Grant or conveyances of the remainder of the ſaid Premiſſes ſo to his ſaid Majeſty, his Heirs and Succeſſors limited, or of any part or parcel thereof, then alſo the ſaid new Eſtate, and laſt Will of the Remainder of the ſaid Premiſſes, ſhall be again to the uſe of our ſaid Soveraign Lord the Kings Majeſty, or of ſuch his Majeſties Heirs and Succeſſors, and their Heirs, as ſhall make any ſuch Grant in Fee-ſimple of the ſaid Premiſſes, or of any part or parcel thereof, by our

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ſaid Soveraign Lord, his Heirs or Succeſſors, having any Eſtate, Right or Title, by force of the Limitation of theſe Preſents, the uſe limited to our ſaid Soveraign Lord, and the Eſtate that his ſaid Majeſty, his Heirs and Succeſſors, ſhall have by reaſon of ſuch uſe, at the time of any ſuch Grant, ſhall ceaſe, determine, and be void, and that the next day after ſuch determination of ſuch Uſe or Eſtate, by reaſon of ſuch Grant or Grants by our ſaid Soveraign Lord, his Heirs or Succeſſors, the uſe of the ſaid Premiſſes, ſhall be again to our ſaid Soveraign Lord, his Heirs and Succeſſors. Provided alwaies, and it is meant, granted, concluded, and declared between the ſaid parties by theſe Preſents, the Premiſſes, or any thing therein contained, to the contrary notwithſtanding. That if the ſaid *A. R.* ſhall at any time hereafter make or convey any Eſtate or Eſtates in Fee-ſimple, or in Fee-tail, and ſhall limit and declare any Uſe or Uſes, in or upon the ſaid Grants and Conveyances, other then is already contained, limited, and declared in theſe Preſents: That then in and upon every ſuch Grant, Conveyance, and Aſſurance, the ſaid Fine ſhall be to ſuch Uſes, as the ſaid *A.* ſhall thereupon limit and appoint: In witneſs, &c.

A Declaration of a Bond, made in a third Perſons name in truſt.

TO all, &c. I &c. ſend Greeting: Whereas *B.* and *F.* by their Obligations, &c. (recite the Bond.) Now know yee, That I the ſaid *A.* do hereby acknowledge and confeſs, that although the ſaid Bond is made and taken in my name: yet nevertheleſs, it is ſo taken only upon truſt and confidence in me repoſed by *C. D.* of &c. and *E.* his Wife, and to and for the uſes, intents, and purpoſes, hereafter mentioned: That is to ſay, That he the ſaid *C. D.* ſhall have, receive, and take the uſe and benefit of the ſaid &c. during the joynt and natural Lives of them the ſaid *C. D.* and *E.* his Wife; and that the ſaid principal Sum, with the Intereſt thereof, after the Deceaſe of either of the ſaid &c. is to remain, and be to and for the uſe of the Survivor of them, and for no other end or purpoſe. In Witneſs, &c.

A Declaration by a Wife, concerning the Diſpoſition of a Sum of Money, according to a Power reſerved to her Husband before Marriage.

TO all Chriſtian People, to whom this preſent Writing Duplicate Indented ſhall come; I *A. B.* Wife of *C. D.* of the Pariſh of &c. in the County of *E.* ſend Greeting; Whereas by an Indenture *Tripartite* made the

the day of &c. in the Year of &c. Between the ſaid *C. D.* of the firſt part, and me the ſaid *A.* by the name of *A. F.* Widdow, of the ſecond part, and *K. L.* of &c. *M. N.* of &c. on the third part; in conſideration of a Marriage, then ſhortly after to take effect, between him the ſaid *C. D.* and me the ſaid *A.* it appeareth, that at the time of making of the ſame Indenture, it was then intended, concluded and agreed, between him the ſaid *C. D.* and me the ſaid *A.* That I the ſaid *A.* or any other perſon or perſons, whom I ſhould think good to nominate or appoint (notwithſtanding the ſaid Marriage ſhould take effect) ſhould and might have the free diſpoſition of the Sum of &c. of lawful Money of *England*, and of the benefit thereof, and of every part thereof, from time to time, and at all times, enſuing the ſaid Marriage; and to that end, intent, and purpoſe, he the ſaid *C. D.* by the ſaid Indenture, did for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant, and agree, to and with the ſaid *K. L.* and *M. N.* and every of them, and the Executors and Adminiſtrators of them, and every of them, that the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, or ſome or one of them, ſhould well and truly ſatisfie, pay and deliver, or cauſe to be ſatisfied, paid, and delivered, unto the ſaid *K. L.* and *M. N.* or to the Survivor or Survivors of them, or to the Executors, Adminiſtrators, or Aſſigns of ſuch Survivors or Survivor, the full Sum of &c. of lawful Money of *England*, upon, or before the 2 day of *J.* which ſhall be in the year of our Lord God, 1664. If I the ſaid *A.* ſhould be living on the ſaid 2d day of *J.* or within 2 years next after the death or deceaſe of me the ſaid *A.* or within 3 Months next after the death or deceaſe of the ſaid *C. D.* at ſuch of thoſe Caſes, which ſhall firſt happen, come, or enſue, after the Date of the ſaid Indenture, to be employed and diſpoſed of to ſuch perſon and perſons, and to ſuch uſe, uſes, intents, and purpoſes, according as I the ſaid *A.* ſhould at any time and times then following, during my life, think good, order, appoint, give, limit, deviſe, or diſpoſe of the ſame, or any part or parts thereof, or otherwiſe, according to the intent and true meaning of the ſaid Indenture. And it was thereby further covenanted, granted, concluded, and agreed upon, by and between the ſaid parties, to the ſaid Indenture; and the ſaid *C. D.* did thereby for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, covenant, promiſe, and grant, to and with the ſaid *K. L.* and *M. N.* and every of them, and the Executors and Adminiſtrators of them, and every of them, that the ſaid Sum of &c and every part and parcel thereof, ſhould or might from time to time, be quietly had, taken, received, and enjoyed, unto, and by ſuch perſon and perſons, whom I the ſaid *A.* ſhould at any time or times, during my life, think, good, limit, give, deviſe, order, appoint, or diſpoſe of the ſame, &c. or any part or parts thereof, either by my laſt Will and Teſtament in Writing; or by any other Writing, purporting or intending to be my laſt Will and Teſtament; or by any other Writing to be ſigned with my Hand, or to which my Mark ſhould be put, in the preſence of two or more credible Witneſſes, as in and by the ſaid Indenture, among other Covenants at large appeareth: Which Marriage (by the Grace of God) ſithence the making of the ſaid Indenture, was ſolemnized and conſummated, and no Declaration as yet hath been by me made concerning the diſpoſing of the ſaid &c. or any

part thereof, when it ſhall be due and payable: Now this preſent Writing Witneſſeth and Declareth, That I the ſaid *A. B.* hereby expreſs my Will and Mind concerning the ſaid &c. when it ſhall become due, or be paid, as aforeſaid, to be as followeth; That is to ſay, If my ſaid Husband *C. D.* be then living, and will become bound for himſelf, his Heirs, Executors, and Adminiſtrators, by 3 ſeveral Obligations of *&c.* a piece, unto them the ſaid *K. L.* and *M. N.* or the Survivors or Survivor, or any of them; or the Executors and Adminiſtrators of ſuch Survivors or Survivor, reſpectively and ſeverally, conditioned for the payment unto them of 3 ſeveral equal parts, of the ſaid *&c.* at 3 ſuch ſeveral and reſpective time or dayes, as my 3 Children, by my former Husband, ſhall attain to the Ages next hereafter mentioned; That is to ſay, *R. S.* to the age of 20 years, and *T.* and *J. H.* ſhall attain or come to their ſeveral ages of 21 years; that then the ſaid *K. L.* and *M. N.* and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall, upon ſuch Obligations entred into as aforeſaid, quietly ſuffer him the ſaid *C. D.* to detain in his hands the ſaid *&c.* and every part thereof, until ſuch ſeveral dayes and times, as the ſame ſhall be payable, by the ſeveral Conditions of the ſaid Obligations, ſo entred into by him as aforeſaid, without paying or allowing any Intereſt or Conſideration for the ſame; and the ſaid *&c.* ſo payable by ſuch Obligations and Conditions of them, and by me diſpenſed withal as aforeſaid; or otherwiſe ſooner payable by the ſaid recited Indenture, if my Husband ſhould dye, *viz.* within 3 Moneths after his Deceaſe (in which caſe of Death of my Husband, I do give no manner of Diſpenſation for the payment thereof) I do hereby alſo concerning the ſame expreſs, aſſign, and appoint, (if I ſhall not otherwiſe hereafter declare and appoint) That is to ſay, That the ſaid, *&c.* (and the whole Proceed thereof not diſpoſed of, as aforeſaid) ſhall become and redound to and for the uſe and benefit of my ſaid 3 Children, for them ſeverally and reſpectively to have and receive, immediately after, and upon their ſeveral Ages above-mentioned by ſuch ſeveral and equal 3d parts as aforeſaid. Provided alwayes, and it is my meaning; and I do hereby appoint, That if any of my ſaid Children ſhall happen to dye, before any of their ſeveral and reſpective Ages above-mentioned, that then ſuch 3 part of the ſaid &c. as ſhould otherwiſe have been payable unto ſuch Child, ſhall remain and be paid by equal Portions unto the Survivors of them; and if one of them only ſurvive, and the other two both of them happen to dye before ſuch their ſeveral Ages, then both the Parts hereby allotted to them, ſhall wholly accrue and come unto ſuch ſurviving Child onely; and if all my ſaid Children ſhall dye, before they come to their ſeveral Ages, then my will and meaning is, that the ſaid &c. and the whole Proceed thereof, ſhall come and be paid unto my loving Husband before named, his Executors, &c. If I ſhall not otherwiſe hereafter diſpoſe of the ſame, according to the Power and Authority to me reſerved, given, and appointed, by the ſaid recited Indenture. In Witneſs, *&c.*

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A Deed declaring the conſent of two perſons, that Writings ſhall be left in a third perſons hands.

THis Indenture Tripartite, made &c. Between *A. B.* of &c. of the firſt Part, *C. D.* of &c. of the 2d Part, and *E. F.* of &c. of the 3d Part, Witneſſeth, That the ſaid *C. D.* and *E. F.* of the ſpecial Truſt and Confidence which they have, and repoſe in the ſaid *A. B.* have committed and delivered into the hands of the ſaid *A. B.* certain Pieces and Parcels of Writings, and Evidences ſealed and ſubſcribed; That is to ſay, One Indenture of &c. and two Copies of Court Rolls &c. ſafely and ſurely by him to be kept; to the onely uſe and behoof the ſaid *C. D.* and *E. F.* and the longer liver of them, concerning certain Lands and Tenements, lying and being in &c. and granted and deviſed to the ſaid *C. D.* and *E. F.* as by the ſame Writings and Evidences more plainly and at large appeareth; the Tenour whereof here immediately enſueth (*viz.*) and ſo write all the Evidences: In Witneſs whereof, the two Parts of theſe preſent Indentures, whereof the one remaining with the ſaid *C. D.* and the other of the ſaid Parts remaining with the ſaid *E. F.* the ſaid *A. B.* hath put his Hand and Seal; and to the 3d Part of theſe ſaid Indentures remaining with the ſaid *A. B.* the ſaid *C. D.* and *E. F.* have ſet their Hands and Seals the Day and Year firſt above written.

A Deed with an Intail upon the Crown, to prevent the Feoffor for making any new Uſes.

THis Indenture, &c. Between *E. W.* of *P.* in the County of *C.* Gent. Son and Heir of *J. W.* late of *P.* aforeſaid, Gent. deceaſed, of the one Part; and *W. D.* of *B.* in the ſaid County of *C.* Gent. of the other Part, Witneſſeth, That the ſaid *E. W.* for and in conſideration of the Sum of &c. of lawful Money of *England*, by the ſaid *W. D.* to the ſaid *E. W.* before hand paid, hath bargained and ſold to the ſaid *W.* his Executors and Aſſigns only, all and ſingular thoſe Meſſuages, Lands, Tenements, and Hereditaments whatſoever, now or late being of the Inheritance of one *F. W.* of *P.* in the County aforeſaid, Gent. ſcituate lying, and being in *P.* aforeſaid, or elſewhere in the ſaid County of *C.* and which heretofore were aſſured and granted by the ſaid *F.* unto *F. S.* Gent. Son and Heir apparent of *R. S.* Eſq; *G. W.* of *P.* Gent. and *R. H.* of *H.* Yeoman, and their Heirs, to the uſe of the ſaid *J. W.* Father of the ſaid *E. W.* now deceaſed; and to the Heirs of the body of the ſaid *J.* lawfully begotten, or to be begotten in uſe, poſſeſſion, reverſion, remainder or any other way; To have and to hold, all and ſingu-

lar the Premiſſes, to the ſaid *W. D.* his Executors and Aſſigns, for and during the term of one year now next following, and fully to be compleat and ended: The remainder thereof to our Soveraign Lord the King, his Heirs and Succeſſors, until the ſaid *E. W.* of *P.* aforeſaid, who is now at *P.* aforeſaid, in full life, ſhall dye without Heirs of his Body lawfully begotten; and that from thenceforth, all and ſingular the Premiſſes, unto the ſaid *E. D.* ſhall immediately revert and return. In Witneſs, &c.

A Deed to declare the uſes of a Fine formerly levied to make the Lands Fee ſimple.

THis Indenture made, &c. Between *R. W.* of &c. Gent. of the one part, and *R. C.* of &c. Gent. of the other part, Witneſſeth, That whereas the ſaid *R. W.* chiefly upon intent and purpoſe to clear all his Meſſuages, Lands, Tenements and Hereditaments lying in *C.* in the County, &c. or in any other place within the ſaid County, and the Eſtate and Title thereof, of all former Eſtates, Intails and Uſes, and limitation of Eſtates and uſes which have been thereof formerly made, and alſo to dock and clearly cut off the ſame, to the intent and purpoſe, that the ſaid Meſſuages, Lands and Tenements, might be eſtabliſhed unto the ſaid *R. W.* and his Heirs for ever, and that the ſaid *R. W.* might have a good and abſolute Eſtate in Fee-ſimple, of, and in the ſame, and alſo full power and ability of all the ſaid Lands, Tenements, and Hereditaments in theſe Preſents mentioned and ſpecified to make Eſtate, and limit the uſes thereof, as well for the preferment and advancement of his Wife, as otherwiſe, as it ſhould ſeem good unto him, hath heretofore, That is to ſay, at the general Seſſions of Aſſizes holden at *L.* the day of &c. knowleged and levied a Fine *Sur conuſans de droit come ceo Gillis ont de ſon*, done unto them the ſaid *N. B.* and *R. C.* and the Heirs of the ſaid *N.* of and in all the ſaid Meſſuages, Lands, Tenements and Hereditaments, by the name and names of &c. to ſuch intent and purpoſe onely, that the ſaid *N. B.* and *R. C.* ſhould be thereof ſeiſed to the uſe of him the ſaid *R. W.* and his Heirs. And whereas the ſaid *R. W.* by force of the ſaid Fine is, and ſtandeth lawfully ſeiſed of, and in all and ſingular the ſaid Premiſſes in Fee-ſimple, to him and his Heirs for ever. Now this Indenture witneſſeth, That the ſaid *R. W.* as well for, and in conſideration of the Marriage heretofore had and ſolemnized between the ſaid *R.* and *E.* now Wife of the ſaid *R.* and for the advancement of the ſaid *E.* with a competent and convenient ſtay of living to be aſſured to her after the death of the ſaid *R.* if ſhe ſhall fortune to ſurvive and over-live him; as alſo for divers other good reaſonable and lawful conſiderations, him thereunto moving, hath given, granted, and confirmed, and by theſe preſents, for himſelf, his Heirs and Aſſigns, doth give, grant, and confirm unto the

the ſaid *N. B.* and *R. C.* and their Heirs, all his ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes, with all and ſingular the Appurtenances lying and being &c. aforeſaid. And all and ſingular Houſes, Edifices, Buildings, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Underwoods, Waters, Water-courſes, Moors, Moſſes, Mynes, Heaths, Rents, Reverſions, Services, Emoluments and Hereditaments whatſoever; together with all Wayes, Liberties, Commodities, and Profits to the ſaid Premiſſes or any part and parcel thereof, belonging or appertaining, or therewith, or with any part or parcel thereof, as part, parcel, or member thereof, at any time or times heretofore accepted, reputed, taken, or otherwiſe had, occupied, uſed, demiſed, or injoyed. To have and to hold all and ſingular the ſaid Premiſſes, with the Appurtenances, and every part and parcel thereof, afore, in, and by theſe Preſents granted or mentioned to be granted aforeſaid unto them *N. B.* and *R. C.* and their Heirs only, to and for ſuch uſes, intents, purpoſes, limitations, and agreements, as hereafter in theſe Preſents are expreſſed, mentioned and declared. That is to ſay, &c. And laſtly, it is covenanted and agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. W.* for the further ſtrengthning of the Uſes aforeſaid, for himſelf and his Heirs, doth covenant and agree to and with the ſaid *N. B.* and *R. C.* by theſe Preſents, That if theſe Preſents ſhall not, or be not perfectly executed by Livery and Seiſin, in part, or in all, before the day of &c. next enſuing the date hereof, that then, and after the day of &c. he the ſaid *R. W.* and his Heirs, and all other perſon and perſons, and their Heirs, that now are, or before the ſaid day of &c. ſhall be ſeiſed of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any part thereof, for and in conſideration of the ſaid Marriage already had and ſolemnized between the ſaid *R. W.* and the ſaid *E.* and other the Conſiderations aforeſaid, ſhall ſtand and be thereof, or of ſuch part thereof, as whereof no ſuch perfect execution ſhall be had to ſuch ſaid uſes, intents, limitations and purpoſes, as are before in theſe Preſents thereof expreſſed, mentioned, and to no other uſe, intent, purpoſe or meaning whatſoever. In Witneſs, &c.

A Deed of Lands in Exchange.

KNow all men by theſe Preſents, That I *A. B.* of &c. Gent. for the better performance and confirmation of a certain Exchange, agreed upon by me the ſaid *A. B.* of the one part; and *C. D.* of &c. Gent. of the other part; Have given, granted, and in Exchange for ever, and by theſe Preſents, do give and grant unto the ſaid *C. D.* all that my Meſſuage or Tenement, with the Appurtenances, commonly called or known by the name of *E.* ſcituate, lying, and being in the Pariſh of *F.* in the County of *N.* and all that my other Meſſuage or Tenement, with the Appurtenances in the ſame Pariſh and County, commonly called by the name of *G.* and all, and all manner of Lands, Meadows, Feedings, Paſtures, Woods, Underwoods, Waſts, Com-

mons, and Hereditaments whatſoever, now in the Tenure or Occupation of *H ſ.* to the ſaid Meſſuages or Tenements, or either of them belonging, or appertaining, or accepted, known, or reputed as part, parcel, or member of them, or either of them. **To have and to hold** the ſaid ſeveral Meſſuages, Tenements, and other the Premiſſes before by theſe Preſents granted, with their Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns for ever, in commutation or exchange, and full recompence for three other Tenements, with the Appurtenances of him the ſaid *C.D.* in *C.* in the Pariſh and County aforeſaid, which I have and hold by force and virtue of the ſaid exchange. And I the ſaid *A. B.* and my Heirs, the aforeſaid Meſſuages and Tenements, and all other the Premiſſes, by me by theſe Preſents given in exchange to the ſaid *C. D.* as aforeſaid, to the ſaid *C.* his Heirs and Aſſigns, as well from all former Bargains, Sales, Dowers, Titles, Charges, and Incumbrances whatſoever, had, made, moved, or done by me the ſaid *A. B.* as alſo againſt all people whatſoever will warrant and acquit, and for ever by theſe Preſents defend. **In Witneſs**, *&c.*

PRINCE.

A Deed to Truſtees, for the ſetling of a Charitable Uſe of 5 l. per annum *given by* R. *to the Poor.*

THis Indenture *&c. Tripartite*, &c. Between *J. T.* and *W. C.* of the firſt part, and *E. R. J. C.* and *W. W. T. R. W. E. J. W.* and *T. W.* of the ſecond part, and *R. R.* **Whereas** the ſaid *R. R.* deceaſed, did by his laſt Will and Teſtament in Writing, bearing date the &c. in the year &c. give and grant 5 l. *per annum*, for ever, out of one Half-Yard-Land in *B.* late before in the Occupation of one *W. C.* unto the ſaid *J. T.* and *W. C.* and to their Heirs and Aſſigns, to the uſe of the Poor of *B.* for ever, in theſe words following. (*viz.*) and touching my Land and Goods, wherewith God hath bleſſed me beyond my deſert. Firſt, To ſhew my thankfulneſs to God for his Mercy, &c. I do give 5 l. a year for ever, out of the Half-Yard-Land, lately *W. G.* in *B.* aforeſaid, and to *G. T.* and *W. C.* and to their Heirs and Aſſigns, to the uſe of the poor Inhabitants of *B.* for ever, either yearly to be diſpoſed amongſt them, according to their ſeveral needs, or otherwiſe to be diſpoſed of to their Profits, as by them ſhall be adjudged moſt convenient. **Provided** alwaies, and my Will is, That my Son and Heir, and his Heirs, ſhall have the free power, to diſpoſe and give 40 s. a year of the aforeſaid 5 l. to any manner of perſon or perſons, at his and their free will and pleaſure, &c. And further the ſaid R. R. deceaſed, did by the ſaid Will further declare, That becauſe the ſaid *T. G.* and *W. C.* were mortal, that it was his Will, that they ſhould make other honeſt religious men Feoffees of the ſaid yearly Rent, that it might be for ever imployed, according to the true intent of the ſaid Will, as by the ſaid Will proved by due courſe of Law may appear. Now this preſent

ſent Indenture Witneſſeth, That the ſaid *T. G.* and *W. C.* for, and in perfor-mance, and accompliſhment of the ſaid laſt Will of the ſaid R. R. deceaſed, have granted, aſſigned, and ſet over to the ſaid *E. R. J. C.* and *W. W.* &c. the ſaid yearly Rent of 5 l. of lawful Money of *England*, to be iſſuing and going forth out of the ſaid Half-Yard Land as aforeſaid; To have and to hold, the ſaid yearly Rent of 5 l. to the ſaid *E. R. J. C. W. W.* &c and their Heirs and Aſſigns, to the only proper uſe and behoof of the ſaid *J. T. W. C. E. R. J. C.* &c. their Heirs and Aſſigns for ever, to this intent and purpoſe and upon this truſt and confidence, expreſſed and intended by the ſaid laſt Will, that 3 l. of the ſaid yearly Rent of 5 l. which the ſaid *J. T. W. C. E. R. J. C.* &c. their Heirs and Aſſigns, ſhall ſo receive, perceive, and take, and ſhall pay the ſame, and diſpoſe thereof, and every part thereof, to and for the uſe and behoof of the poor Inhabitants of *B.* aforeſaid for ever, and that the 40 s. by the year, reſidue of the ſaid yearly Rent of 5 l. which they the ſaid *J. T. W. C. E. R. J. C.* &c. their Heirs and Aſſigns, ſhall ſo receive, perceive, and take, they the ſaid *J. T. W. C. E. R. J. C.* &c. ſhall pay the ſame to the ſaid R. R. party to theſe Preſents, and to his Heirs, to be diſpoſed by him the ſaid R. R. and his Heirs, at his and their free will and pleaſure, to what perſon or perſons whatſoever he and they ſhall like of, according to the true intent and meaning of the ſaid Will: And it is hereby declared and agreed, by and between the Parties, to theſe Preſents, that in caſe 6 of the ſaid Grantees, or Truſtees, of the ſaid yearly Rent of 5 l. above-named, ſhall happen to dye, then the ſurviving Grantees, or Truſtees, ſhall convey over the yearly Rent of 5 l. to 6 other Grantees, or Truſtees, to the uſe of themſelves, and the ſaid 6 other Grantees or Truſtees, to and for the uſe and benefit of the Poor as aforeſaid; and ſo from time to time the 4 ſurviving Grantees, or Truſtees, of the ſaid yearly Rent of 5 l. ſhall continually joyn with themſelves 6 other Grantees or Truſtees of ſaid yearly Rent of 5 l. in manner and form aforeſaid; to the intent, that the ſaid yearly Rent of 5 l. to be diſpoſed of to the uſe of the Poor of the ſaid *B.* in manner as aforeſaid, may have continuance for ever, according to the true intent and meaning of the ſaid laſt Will and Teſtament, of the ſaid R. R. deceaſed; and the ſaid R. R. Party to theſe Preſents, being Tenant in Poſſeſſion of the ſaid Half-Yard-Land, doth attorn Tenant to the ſaid *J. T. W. C. E. R. J. C. W. W.* &c. by the delivery of one penny, in the name of Attornment. In Witneſs, &c.

DEFEAZANCES.

A Defeazance upon ſundry Aſſurances had for payment of a Sum of Money, extending (gradibus) *to extinguiſh the ſame Aſſurances, as the Debt from time to time ſhall be cut off and ſatisfied.*

THis *Indenture*, &c. between *J.* P. of *B.* in the County of *T.* Gent. *C.P.* one of the Sons of the ſame *J.* on the one one part, and *A.C.* Cit. and S. of *L.* on the other part, *Witneſſeth*, That *whereas* the ſaid *J.* together with one *R.B.* of &c. by their ſingle Obligation, bearing date &c. do ſtand bound to the ſaid *A. C.* in the Sum of 300 l. of &c. to have been paid in the Feaſt of St. *M.* &c. then next enſuing, as by the ſame Obligation will appear. And where alſo the ſaid *A.* by force of one Indenture of Leaſe bearing date, &c. now laſt paſt, is clearly and abſolutely without any Condition from henceforth lawfully poſſeſſed of all that Meſſuage or Tenement, &c. to hold for the Term of 40 years next following, from the date of the ſaid Indenture of Leaſe, by the pay of one Pepper Corn only every year, during the ſame term, as by the ſame Indenture will alſo appear. And the ſaid *J.* and *C.P.* on the day of the date of theſe Preſents before our ſaid Soveraign Lord the King, in his High Court of Chancery have knowledged them ſelves to owe to the ſaid *A. C.* the ſum of 1000 l. of &c. to be paid in the Feaſt of St. *J.* &c. next now coming, as by the ſame Recognizance doth appear. Yet nevertheleſs, the ſaid *A. C.* for himſelf, his Executors, &c. doth covenant, grant and agree, to and with the ſaid *J.* and *C.* and every of them, and to and with their Heirs, Executors, and Adminiſtrators, and every of them by theſe Preſents, in manner and form following, That is to ſay, That if the ſaid *J.C.* or either of them &c. do pay &c. to the ſaid *A. C.* &c. the Sum of 590 l. of &c. at the now Manſion &c. in manner and form following; *That is to ſay*, 330 l. thereof, on the 24 of *A.* next enſuing the date of theſe Preſents, between the hours &c. of the ſame day, or at any time before, and 260 l. reſidue and in full payment of the ſaid Sum &c. on the 22 of *O.* now alſo next following the date of theſe Preſents, between the hours &c. of the ſame 22 of *O.* or at any time before; that then after payment had and made to the ſaid *A.* his Executors or Adminiſtrators, of the ſaid Sum of 330 l. the firſt payment aforeſaid, he the ſaid *A.* his Executors

and

and Adminiſtrators, upon reaſonable requeſt, ſhall and will not only deliver or cauſe to be delivered to the ſaid *J.* and *C.* their Heirs, Executors, and Adminiſtrators, the ſaid ſingle Obligation of the ſaid *J. P.* and *R. B.* and the ſaid Indenture of Leaſe made by the ſaid *J.* to the ſaid *A.* as aforeſaid, together with one Recognizance of 600 l. wherein the ſaid *J.* is bound to the ſaid *A.* for the performance of the Covenants of the ſaid Indenture clearly to be cancelled, defaced, and made void. But alſo after full payment had and made to the ſaid *A.* &c. of the ſaid whole Sum of 590 l. in form aforeſaid, upon like requeſt as aforeſaid, ſhall deliver or cauſe &c. to the ſaid *J.* or *C.* &c. the ſaid Recognizance of 1000 l. wherein the ſaid *J.* and *C.* are bound to the ſaid *A.* as aforeſaid, and that then and at all times within the ſpace of 6 moneths, next after the ſaid payment wholly made of the ſaid Sum of 590 l. in manner and form aforeſaid, he the ſaid *A. C.* his Executors and Adminiſtrators, at like requeſt as aforeſaid, and at the coſts and charges of the ſaid *J.* and *C.* their Executors and Adminiſtrators, ſhall and will do, knowledge and execute within the Cities of *L.* and *W.* all and every lawful and reaſonable act and acts, thing and things in the Law, which ſhall be lawfully and reaſonably deviſed and required by the ſaid *J.* and *C.* &c. or the learned Councel &c. as well for the making void, determining, releaſing, and clear extinguiſhing and annihilating of the ſaid Leaſe made to the ſaid *A.* aforeſaid, and of all his Eſtate, Title, Intereſt, Poſſeſſion and Term of years whatſoever, which he hath in the Premiſſes, or any part thereof to him demiſed by the ſaid Leaſe, as alſo for the fruſtrating and clear releaſing, cancelling, and acquitting of the ſaid Obligation, and of both the Recognizances afore recited, and of every of them. *Provided always*, and it is agreed by and between the ſaid parties to theſe Preſents, for themſelves, and their Heirs, That if the ſaid *J.* and *C* their Heirs, Executors, and Adminiſtrators, or ſome of them, do not pay, or cauſe &c. to the ſaid *A.* &c. the ſaid Sum of 330 l. on the ſaid 24 of *A.* and 260 l. on the 22. of *O.* in manner and form as is above limited and appointed by theſe Preſents, that then theſe preſent Indentures, and all and every thing and things in them contained, ſhall be ſo clearly and utterly void and fruſtrate, to all intents and purpoſes, as though the ſame had never been had, made, or ſpoken, any thing &c. *In witneſs*, &c.

Proviſo if the money be not paid the Defeazance to be void.

An Indenture of Defeazance after Land mortgaged, is forfeited upon the Indenture of Mortgage, with Covenants, That if the Morgagor pay the Money, at the new day agreed upon, then he to ſtand ſeiſed to his own uſe, and the Mortgagee to do all things required for re-aſſurance.

THis Indenture &c. Between *W. D.* Cit. and Alderman of *L.* on the one part, and *W. P.* &c. on the other part, Witneſſeth, That whereas the ſaid *W.* by his Indenture, bearing date &c. for the ſurety of payment of the Sum of 845 l. 7 s. to the ſaid *W.* his certain Attorney, Executors, or Adminiſtrators, to have been paid on the 9th day of this preſent Moneth of *F.* did mortgage,

Recital of an Indenture of Bargain and Sale conditional.

mortgage, bargain and ſell to the ſaid *VV.* and his Heirs, 8 Meſſuages, or Tenements with all and ſingular their Appurtenances in *L.* Street in the Pariſh of St. *M.* in *L.* and the Advowſon of the ſaid Pariſh Church, by ſuch form of words, and in ſuch manner as in the ſaid former Indenture is mentioned. And as by the ſaid Indenture whereunto relation being had, plainly appeareth.

Forfeiture for default of the Condition.

And whereas by means that the ſaid Sum of *&c.* or any part thereof was not paid to the ſaid *VV.* or to any other to his uſe, at the day and place in the ſaid former Indenture limited for the payment thereof, the ſaid 8 Meſſuages or Tenements, with all and ſingular their Appurtenances, and the ſaid Advowſon, and all other Lands, Tenements, Profits, and Hereditaments, bargained and ſold by the ſaid former Indenture, are clearely and abſolutely forfeited unto the ſaid *VV.* and his Heirs.

Covenants to ſtand ſeiſed to the uſe of the firſt Grantor upon the payment of a Sum of Money at a certain time.

Yet nevertheleſs, the ſaid *VV. D.* is contented and pleaſed, and by theſe preſents for him *&c.* covenanteth, *&c.* in form *&c.* That if the ſaid Sir *VV.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do pay *&c.* to the ſaid *VV. &c.* at *&c.* the Sum of 867*l.* 12*s.* 4*d.* of *&c.* on the 10th day of *A.* next enſuing the the date hereof, between the hours *&c.* that then in the Conſideration of the ſaid Sum of *&c.* ſo then being truly paid to the ſaid *VV.* his *&c.* as in theſe Preſents is aforeſaid, he the ſaid *VV.* and his Heirs, and all and every other perſon and perſons, having any Eſtate by or from the ſaid *VV.* his Heirs or Aſſigns, from and after the ſaid Sum of *&c.* ſo paid as aforeſaid, ſhall ſtand and be ſeiſed of and in the ſaid 8 Meſſuages, &c. and all other the Lands, Tenements and Hereditaments by the foreſaid former Indenture bargained, to the only uſe of the ſaid Sir *W.* and of his Heirs and Aſſigns, and not to any other uſe whatſoever.

A fair Ulterior aſſurance.

And that then alſo after ſuch payment made of the ſaid Sum of &c. to the ſaid *W.* his &c. in form aforeſaid, he the ſaid *W.* and his Heirs, during 6 Months then next following at the reaſonable requeſt and charges of the ſaid Sir *W.* his Heirs or Aſſigns, ſhall and will do and knowledge all ſuch acts and things for the clear determining of ſuch Right and Title as the ſaid *W. D.* and his Heirs, can or may claim to have in the Premiſſes, or for the the reconveying or re-aſſuring of the ſame, from and againſt the ſaid *VV. D.* his Heirs and Aſſigns, and from *A.* now Wife of the ſaid *VV.* as by the ſaid Sir *VV.* his Heirs or Aſſigns, or his or their Councel learned, ſhall be reaſonably deviſed or adviſed, with Warranty only againſt the ſaid *VV. D.* and his Heirs. And the ſaid Sir *VV. P.* for him &c. Covenanteth &c. That if the ſaid Sir *VV.* or his Heirs, ſhall be diſpoſed to leave the Fee and Inheritance of the Premiſſes, that then the ſaid *VV. D.* ſhall have the Preferment, for the having and quiet enjoying thereof better cheap by 20*l.* at the leaſt, and with like ſpeedy payment, then the ſame may be ſold for to any other perſon, without any fraud or covinable dealing. And the ſaid *VV. D.* for him &c. covenanteth, &c. That if the ſaid Sir *VV.* his Heirs or Aſſigns, do redeem the Premiſſes by the payment of the ſaid Sum of &c. according to the true meaning of theſe Preſents, That then the ſaid *VV. D.* and his Heirs ſhall allow back again to the ſaid Sir *VV.* and his Heirs out of the ſaid Sum, all ſuch Rents as the ſaid *VV. D.* his Heirs or Aſſigns, ſhall in the mean time receive or levy of or for the Premiſſes, or any part thereof. Provided always, that if default be made of, or in payment of the ſaid Sum of, &c. or

any

any part thereof, at the day and place limited for the payment thereof in theſe Preſents, contrary to the true meaning of theſe Preſents: That then, and from thenceforth the ſaid former Indenture, and the Bargain and Sale thereby made, of all, and ſingular the Premiſſes, with their Appurtenances, ſhall ſtand good, indefeazable, and effectual in the Law, to the only uſe of, the ſaid *VV.* and his Heirs: And that then, and from thenceforth the ſaid *VV.* and his Heirs, ſhall be and ſtand ſeiſed in the Premiſſes to their own uſe, theſe Preſents, or any thing in the ſame contained, to the contrary thereof notwithſtanding. *And*, that then thereafter it ſhall and may be lawful for the ſaid *VV.* his Heirs and Aſſigns, to uſe and take all ſuch advantage and benefit, of, and by the ſaid former Bargain, as he or they might have done if theſe preſents had not been made; Theſe preſents, &c. to the contrary, &c. In Witneſs, &c.

A Defeazance of a Statute, for payment of Money Tripartite; where the Statute being made to Two, the one Covenanteth with the other, not to releaſe, nor to do any prejudice, whereby each party may not receive his Moyety.

THis Indenture *Tripartite*, &c. Between *A. G.* Cit. of *L.* on the firſt part, and *VV. D.* Cit. and Alderman of the ſame City on the 2d part, and *R. H.* Cit. of *L.* on the 3d part: Witneſſeth, That whereas the ſaid *R. H.* is, and ſtandeth indebted unto the ſaid *A.* and *VV.* in the ſum of 1000 l. of, &c. to be paid to them, as Adminiſtrators of the Goods and Chattels of the *R. C.* late of *L.* aforeſaid Salter, deceaſed. And whereas for the ſure and true payment of the ſaid ſum of, &c. truly to be paid unto the ſaid *A.* and *VV.* their Executors or Adminiſtrators, he the ſaid *R. H.* is become bound to the ſaid *A.* and *VV.* in the ſum of 2000 l. of, &c. to be paid as by one Recogniſance or Statute-Staple thereof to them made, according to the form of the Statute, provided for the Recovery of Debts, and bearing date, &c. knowledged and ſealed before Sir *C. W.* Knight, Lord chief Juſtice of *England*, doth and will appear. Nevertheleſs it is covenanted, concluded and agreed, by, and between the ſaid parties, and the ſaid *A.* and *W.* for themſelves, and for their ſeveral Executors and Adminiſtrators, do ſeverally Covenant and Grant, to and with the ſaid *R. H.* &c. That if the ſaid *R.* &c. do pay, &c. to the ſaid *A.* and *VV.* or to either of them, their certain Attorney, Executors or Adminiſtrators, for, and in contentation of the ſaid Sum of 1000 l. to them, the ſaid *A.* and *VV.* owing as aforeſaid, by reaſon that they have the Adminiſtration of the Goods and Chattels of the ſaid *R. C.* the ſum of 1000 l. of, &c. at the Manſion Houſe, &c. in form following, *That is to ſay*, on, &c. and on, &c. that then of the ſaid Recogniſance, or Statute-Staple, ſhall be clearly and utterly void, fruſtrate and annihilate, to all intents, conſtruction and purpoſes, as though the ſame had never been had or made. But if default do happen to be had or made, in payment of the ſaid ſum of, &c. or any part or parcel thereof, contrary to the true meaning of theſe Preſents, then the ſaid *R. H.* for him, his Heirs, Executors, Adminiſtrators,

Adminiſtrators, and Aſſigns, doth Covenant, &c. to, and with the ſaid *W.* that the ſaid Recognizance, or Statute-Staple ſhall ſtand and remain in all his full ſtrength, force and virtue, any thing abovesaid to the contrary, &c. And the ſaid *A G.* for him, &c. Covenanteth, &c. to, and with the ſaid *W.* &c. that he the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, ſhall not at any time or times hereafter, diſcharge, releaſe, or make void the ſame Recognizance, or Statute Staple, or Sum of Money therein ſpecified, or any part thereof, or do, or commit any other Act or Acts, Thing or Things, whereby the ſaid *W.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall or may be defeated of the Moyety of &c. to them growing due as aforeſaid, by the true meaning of theſe preſents, without the ſpecial Requeſt, Conſent and Agreement of the ſaid *W.* his Executors, Adminiſtrators, or Aſſigns. [The like Covenant *verbatim* on Mr. D's part,] In Witneſs, &c.

A Defeazance of a Statute made to Three, to ſave them harmleſs of Bonds, entred into Conuzor, where the Conuzees promiſe to deliver in the Statute, where all payments are made, and where the Conuzees Covenant one with another, not to diſcharge the Statute without conſent.

THis Indenture Quadripartite made, &c. between *B. W.* on the firſt part, *T. W.* on the ſecond part, *J. W.* on the third part, and *R. W.* on the fourth part, *Witneſſeth*, That *whereas* the ſaid *B. W. T. W.* and *J. W.* together with the ſaid *R. W.* ſtand joyntly and ſeverally bound to *J. A.* of *L. D.* by 74 ſeveral Obligations, the Penalties of every of the ſame Obligations, being ſeverally of 73 l. 10 s. of, &c. and every of them, for the payment of a ſeveral ſum of 30 l. of like Money, to be paid at the Meſſuage, &c. at ſuch dayes and times, as by the ſaid ſeveral Obligations, all bearing date the 28 day of *F.* now laſt paſt, with their ſeveral Conditions upon them ſeverally endorſed, more plainly may appear; *And whereas* alſo the ſaid *R. W.* is become bound to the ſaid *B. W. T. W.* and *J. W.* in and by one Recognizance or Statute-Staple, bearing date the 18th of *J.* now laſt paſt, made according to the form of the Statute made and provided, for the Recovery of Debts, knowledged and ſealed before Sir *J. D.* Knight, L. chief Juſtice of Common-Pleas, of his Majeſties Bench at *W.* in the Sum of 2000 l. of, &c. payable, as by the ſaid Recognizance, or Statute-Staple, doth appear; *Yet nevertheleſs* the ſaid *B. T.* and *J.* for them, and their ſeveral Heirs, Executors, Adminiſtrators and Aſſigns, do Covenant, Promiſe and Grant, to, and with the ſaid *R. W.* &c. That if the ſaid *R.* his Heirs, &c. do from time to time, and at all times hereafter acquit, diſcharge, exonerate, or well and ſufficiently ſave and keep harmleſs the ſaid *B. T.* and *J.* their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and all their Lands,

Statute.

Defeazance to ſave harmleſs. Or Recompence.

Lands, Tenements, Goods and Chattels, againſt the ſaid *J. A.* his Executors and Adminiſtrators, and all other perſon and perſons, of, for, and concerning the ſaid recited Obligations, and every of them, and all and ſingular ſum and ſums of Money in them, and every of them contained, and alſo of, and from all, and all manner of Acts, Suits, Coſts, Damages, Judgements, Executions and Demands whatſoever, which at any time or times hereafter ſhall lawfully come, ariſe, or grow to or againſt the ſaid *B. T.* and *J.* or any of them, or the Heirs, Executors, Adminiſtrators or Aſſigns, of them, or any of them, by reaſon or means of the ſaid Obligations, or any of them, or elſe within the ſpace of 20 dayes, next after requeſt in that behalf to be made by the ſaid *B.* &c. or any of them, or the Heirs, Executors, &c. of them, or any of them, to the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns, do fully and ſufficiently ſatisfie and recompence to the ſaid *B. T.* and *J.* their Executors, Adminiſtrators and Aſſigns, and to every of them, all and ſingular ſuch Loſſes, Charges, Coſts and Damages as the ſaid *B. T.* and *J.* or any of them, or the Heirs, &c. ſhall ſuſtain or ſuffer, by reaſon of the ſaid recited Obligations, and every, or any of them contained, that then the foreſaid Recognizance or Statute-Staple, ſhall be clearly void, and of none effect, to all Intents, Conſtructions and Purpoſes, as if the ſame had never been had or made; but otherwiſe, the ſame Recognizance to ſtand and remain in all ſtrength and virtue. And the ſaid *B. T.* and *J.* for them, Covenant, &c. with the ſaid *R. W.* &c. that at all times, after ſuch time as the ſaid ſeveral ſums of Money ſeverally mentioned in the ſaid Obligation, ſhall be ſatisfied and paid, and the ſame Obligations diſcharged, and cancelled, they, the ſaid *B. T.* and *J.* their Heirs, Executors, Adminiſtrators, or ſome of them, upon reaſonable Requeſt to them, or any of them, to be made by the ſaid *R. W.* his, &c. ſhall and will deliver, or cauſe, &c. to the ſame *R. W.* his, &c. the ſaid Recognizance to be defaced and cancelled without fraud or covin, and the ſaid *B. W.* &c. for him, covenanteth, &c. with the ſaid *T. W.* and *J. W.* and to, and with either of them ſeverally, and their ſeveral Heirs, &c. and every of them, by theſe preſents, that he the ſaid *B. W.* his Heirs, Executors, Adminiſtrators or Aſſigns, heretofore have not diſcharged, releaſed or acquited, the ſaid Recognizance, or Statute-Staple, neither at any time or times hereafter ſhall acquit, diſcharge or releaſe, or do commit, or agree to the doing of any Act or Thing, which ſhall or may in any wiſe fruſtrate, or make void the ſaid Recognizance, or Statute-Staple, or ſum of 2000 l. therein ſpecified, or any part thereof, without the conſent and agreement of the ſaid *T. W.* and *J. W.* their Executors, Adminiſtrators or Aſſigns, Covenant from *T. W.* to *B. W.* and *J. W.* and the like form *J. W.* to *B. W.* and *T. W.* In Witneſs, &c.

A Defeazance of a Recognizance in Chancery, *entred into by* S. S. *to* H. H. *for ſaving him harmleſs from a Recognizance entred into by them to* T. S. *for performance of Couenants, in certain Indentures.*

THis Indenture &c. Between *H. H.* of *L.* of the one part, and *S. S.* of *L.* Gent. of the other part, Witneſſeth, That whereas the ſaid *H. H.* at the inſtance and requeſt of the ſaid *S. S.* and for his cauſe, together with him the ſaid *S S.* in and by one Recognizance, bearing date, &c. knowledged to be enrolled in the Court of *Chancery*, became bounden unto *T. S.* of *P.* in the County of *S.* Eſq; in the Sum of 1700 l. of &c. as in and by the ſame Recognizance doth and may appear. And whereas alſo by one Indenture, bearing date &c. made between the ſaid *S. S.* and *H. H.* on the one part, and the ſaid *T. S.* on the other part, *Witneſſing*, That *whereas* a Marriage was then intended (and now is ſolemnized) between the ſaid *S. S.* and *E. S.* the Siſter of the ſaid *T. S.* And for the ſetling of a competent and ſufficient Joynture for the better maintenance and living of the ſaid *E* if ſhe happen to ſurvive, and over live the ſaid *S. S.* and that ſome ſtay and eſtate might be had to the Heirs of the ſaid *S.* on the Body of the ſaid *E.* lawfully to be begotten, the ſaid *S. S.* and the ſaid *H. H.* at the inſtance and requeſt of the ſaid *S. S.* together with the ſaid *S.* for themſelves, and either of them, their, and either of their Heirs, Executors, and Adminiſtrators, and every of them, did Covenant, Promiſe and Grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That the ſaid *S. S.* and *H. H.* or one of them, their, or one of their Heirs or Aſſigns, ſhall and will within 4 years, next enſuing the date of the ſaid Indenture, well and ſufficiently convey and aſſure, or cauſe and procure to be well and ſufficiently conveyed and aſſured, Lands, Tenements and Hereditaments, within the Realm of *England*, of the clear yearly value of 100 l. by the year, over and above all and every yearly Charges, Deductions and Repriſes, clearly acquitted and diſcharged, of all Titles, Troubles and Incumbrances to the ſaid *E.* during her life, and after her death, to the uſe of the ſaid *S. S.* and the Heirs of his Body, on the Body of the ſaid *E.* lawfully to be begotten; and for default of ſuch Iſſue, to the Heirs and Aſſigns of the ſaid *S.* for ever. And that the perſon and perſons, which ſhall ſo convey and aſſure the ſaid Lands, Tenements and Hereditaments; ſhall be at the time of the conveyance thereof, lawfully, rightfully, and abſolutely ſeiſed of the ſaid Lands, Tenements and Hereditaments, (in manner and form as aforeſaid, to be conveyed) of a good and perfect Eſtate in the Law in Fee-ſimple. And further, the ſaid *S. S.* and *H. H.* for themſelves, and either of them, their, and every of their Heirs and Aſſigns, did Covenant, Promiſe and Grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That if the ſaid *S. S.* ſhall deceaſe within the ſaid

Recital of the Recognizance and Indenture.

ſaid 4 years, and before ſuch aſſurance had and made, that then the Executors or Adminiſtrators of the ſaid *S.S.* ſhall from the day of the death of the ſaid *S.* until ſuch aſſurance as aforeſaid ſhall be made, well and truly pay, or cauſe to be paid to the ſaid E if ſhe be living; and if ſhe be deceaſed, to ſuch Children as ſhall be in the mean time begotten on her Body, and then living, one yearly Rent of a 100 l. by the year, of lawful Money of *England*, at 4 Feaſts or Terms in the year, *That is to ſay*, at the Feaſt of *A.N.* St. *M.B.* or within 20 dayes next after every of the ſame Feaſts, by even Portions; the firſt payment thereof to begin at ſuch of the ſame Feaſts, even Portions; the firſt payment thereof to begin at ſuch of the ſame Feaſts, as ſhall next enſue the deceaſe of the ſaid *S.S.* And whereas alſo by the ſame Indenture, it was covenanted and agreed between the ſaid parties; And the ſaid *T. S.* for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them, did covenant, promiſe, and grant, to and with the ſaid *S. S.* and *H. H.* their Heirs and Aſſigns, by the ſaid Indenture: That if the ſaid *S. S.* and *H. H.* their Heirs, Executors, and Adminiſtrators, and every of them, do and ſhall well and truly obſerve, perform, fulfill, and keep all and every the Covenants, Grants, Articles, and Agreements, in the ſaid Indenture contained, which on his or their parts and behalfs are, or ought to be obſerved and kept, according to the tenor, purport, and true meaning of the ſaid Indenture; That then the ſaid Recognizance, ſhould be void, fruſtrate, and of none effect, and a *Vacat* entred upon the Record thereof, any thing in the ſaid Indenture to the contrary notwithſtanding. Otherwiſe, the ſame to ſtand and abide in full force and ſtrength, as by the ſaid Indenture at large doth and may appear. And whereas alſo, the ſaid *S.S.* in and by one other Recognizance, bearing date the ſaid &c. knowledged to be enrolled in the Court of *Chancery*, became bounden unto the ſaid *H. H.* in the Sum of 1800 l. of &c. as in and by the ſame Recognizance it doth and may appear. Now it is covenanted and agreed between the ſaid Parties to theſe Preſents, and the ſaid *H. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them, doth Covenant, Promiſe and Grant, to and with the ſaid *S. S.* his Heirs and Aſſigns by theſe Preſents, That if the ſaid *S.S.* his Heirs, Executors, and Adminiſtrators, or any of them do, and ſhall well and truly obſerve, perform, fulfill, and keep all and every the Covenants, Grants, Articles, and Agreements, contained in the ſaid recited Indenture, which on the parts and behalf of the ſaid *S.S.* and *H.H.* or either of them are, or ought to be obſerved and kept, according to the tenor, purport and true meaning of the ſaid recited Indenture, and thereby do acquit, diſcharge, and at all times hereafter ſave harmleſs the ſaid *H.H.* his Heirs, Executors, and Adminiſtrators, and every of them, of and from the ſaid recited Recognizance of 1700 l. and of and from the ſaid Covenants, contained in the ſaid recited Indenture, that then the ſaid Recognizance of 1800 l. acknowledged by the ſaid *S.S.* to the ſaid *H.H.* ſhall be void, fruſtrate, and of none effect, and a *Vacat* entred upon the Record thereof: Otherwiſe the ſame to ſtand and abide in full force and ſtrength. *In witneſs*, &c.

Recital of the Defeazance of the Recognizance expreſſed the In nature recited.

Recital of the laſt Recognizance.

If S.S. *perform the Covenants in the Indenture and ſave harmleſs H. H. from the Recognizance and the Covenants in the Deed then the laſt Recognizance to be void.*

A Defeazance of a Statute-Staple.

THis Indenture &c. Between *J. H.* of *T.* in the County of *B.* Esq; of the one part, and *S. A.* of the Parish of St. *K.* of *L. M.* of the other part, *Whereas* the said *S. A.* in and by one Recognizance of Writing Obligatory, of the nature of a Statute-Staple, made and provided for the Recovery of Debts, bearing date with these Presents, taken and acknowledged before *J. K.* Maior of the Staple at *Westminster*, and *W. S.* Serjeant at Law, Recorder of the City of *L.* is, and standeth bound to the said *J. H.* in Sum of 3000 l. &c. to be paid to the said *J.* in such manner as therein is mentioned, as in and by the said Recognizance, or Writing Obligatory, of the nature of a Statute-Staple, more fully and at large appeareth. It is now nevertheless covenanted, granted, concluded and agreed, by and between the said parties, to these Presents, and their true intent and meaning of the said Recognizances, and of these Presents, and of the Parties hereunto is, and the said *J. H.* for him, his Executors, Administrators, and Assigns, is contented and pleased, That if the said *S. A.* his Heirs, Executors, Administrators, and Assigns, and every of them, do and shall well and truly observe, perform, fulfill, and accomplish all and singular the Covenants, Grants, Articles, and Agreements, which on his, and their parts and behalfs, are, or ought to be observed, performed, fulfilled, and kept, comprised and specified in a certain Indenture of Articles of Agreement, bearing date with these Presents, and made between the said *J. H.* of the first part, the said *S. A.* and *K. H* eldest Daughter of the said *J. H.* of the 2d part, and *G. L.* and *J. H.* of *L.* Merch. of the 3d part, according to the true intent and meaning of the said Indentures of Articles of Agreement, that then the said Recognizance or Writing Obligatory above recited or mentioned, shall be utterly void and of none effect; and then also the said *J. H.* party to these Presents, his Executors, and Administrators, or some of them, shall and will deliver, or cause to be delivered up the said Recognizance or Writing Obligatory, to the said *S. A.* his Heirs, Executors, or Administrators, to be cancelled, vacated and made void, otherwise the same shall stand and abide in full force and virtue. In Witness, &c.

A Defeazance of a Judgement in the Kings Bench.

Recital of the Judgements.

THis Indenture, &c. Between *E. C.* of *W.* in the County of *K.* Gent. of the one part, and *T. R.* of *S.* in the County of *K.* Gent. on the other part, *Witnesseth*, That *whereas* the above-named *T. R.* before the Ensealing and Delivery hereof, hath acknowledged and suffered one Judgement to be entred upon Record in his Majesties Bench at *Westminster* in *Easter*-Term

now

now next enſuing for 100 l. Debt, and 20 s. Coſts of Suit thereupon aſſeſſed at the Suit of the ſaid *E. C.* Nevertheleſs, it is agreed, conditioned, covenanted, and granted, by and between the ſaid parties, to theſe Preſents, either to other, That if the ſaid *T. R.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truly ſatisfie, content, and pay, or cauſe to be well and truly ſatisfied, contented, and paid unto the ſaid *E. C.* or his Aſſigns, the Sum of 7 l. of &c. yearly, and every year, during the natural life of him the ſaid *E. C.* at the 4 moſt uſual Feaſts or Terms in the year, (viz.) at the Feaſts of St. *J.* St. *M. B.* and *A.* or within 14 dayes next after any of the ſaid Feaſts, by even and equal portions; the ſaid payments to be made at or in the now Hall of *C.* in *L.* that then the ſaid Judgement ſhall be utterly void and of none effect; and that then and after the deceaſe of the ſaid *E. C.* (the ſaid quarterly payments being duely made, or by him the the ſaid *E.* accepted) the Executors or Adminiſtrators of him the ſaid *E. C.* ſhall, upon Requeſt, give ſufficient Warrant for the acknowledging made of ſatisfaction upon Record for the ſaid Judgement: and in the mean time, he the ſaid *E.* nor his Aſſigns, ſhall not ſue forth, nor proſecute any manner of Execution upon the ſaid Judgement, againſt the ſaid *T. R.* his Executors, or Adminiſtrators, nor againſt their or any of their Goods, Lands, or Tenements. But if Default ſhall be made of any the ſaid payments, at the days and p'ace aforeſaid, and other good ſatisfaction not given; that then, and at all times after the ſaid *E C.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may take his or their due courſe of Law upon the ſaid Judgement in that behalf provided. In Witneſs, &c.

A Defeazance upon a Judgement.

THis Indenture, &c. Between *G. A.* Gent. of the one part, and *J. A.* of *L.* in the County of *M.* Eſq; and *D. R.* of *W.* in the ſaid County of *M.* Eſq; *Witneſſeth*, That *whereas* the ſaid *J. A.* and *D. R.* have confeſſed and ſuffered one Judgement of 120 l. Debt, and 16 s. 8 d. Coſts of Suit thereupon aſſeſſed unto the ſaid *G. A.* in his Majeſties Bench at *W.* this preſent Term of St. *M.* as by the Records of the ſaid Court it doth and may appear. Nevertheleſs, it is agreed by and between the ſaid parties: And the ſaid *G. A.* doth by theſe Preſents, his Executors, and Adminiſtrators, and every of them covenant and promiſe, to and with the ſaid *J. A.* and *D. R.* their and every of their Executors and Adminiſtrators, that if the ſaid *J. A.* and *D. R.* or either of them, their or either of their Executors, Adminiſtrators, or Aſſigns, do well and truly pay, or cauſe &c. unto the ſaid *G. A.* his Executors, Adminiſtrators, or Aſſigns, the full and whole Sum of 70 l. of lawful &c. in manner and form following, *viz.* 35 l. in or upon the Feaſt-day of *A.* next enſuing the date hereof, and 35 l. more, reſidue of the ſaid 70 l. in or upon the Feaſt-day of the Nativity of St. *J.* then next enſuing after the date hereof, both ſeveral payments to be made in or at *M.* in *L.* That then the ſaid

Recital of the Judgement.

G. A. his Executors or Adminiſtrators, ſhall give ſufficient Warrant for the acknowledging of ſatisfaction upon Record, upon the ſaid Judgement, and in the mean time the ſaid *G. A.* his Executors nor Adminiſtrators, ſhall not ſue forth or proſecute any manner of Execution upon the ſaid Judgement, againſt the ſaid *J. A.* or *D R.* their or either of their Executors, or Adminiſtrators, nor againſt their or either of their Lands, Goods or Chattels: But if Default of payment ſhall be made of the ſaid Sum of 70 l. or any part thereof, at the ſeveral dayes and places aforeſaid, that then the ſaid *G. A.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may take his or their due courſe in Law, upon the ſaid Judgement in that behalf provided. In Witneſs, &c.

A Defeazance upon an Aſſignment of a Leaſe, and a Recognizance for Money lent for certain years, where after the Rate of 10 l. per cent, *is yearly reſerved payable, during the Borrowers having of the Money lent.*

THis *Indenture* &c. *Witneſſeth*, That *whereas* the ſaid *A. B.* by his Poll-Deed, dated &c. hath given, granted, bargained, ſold, aſſigned, and ſet over to the ſaid *R. W.* for the only uſe of the ſaid *R.* and of his Executors and Aſſigns, as well all that Meſſuage or Tenement, with the Appurtenances, &c. as the Original Leaſe thereof, made and granted by the ſaid *J. H.* &c. as by the ſaid Deed more plainly and at large may and will appear. *And* where alſo the ſaid *A. B.* by one Recognizance or Writing Obligatory &c. as by the ſaid Recognizance or Writing Obligatory doth appear. And whereas moreover the ſaid *R. W.* after the making, ſealing, and delivery of the ſaid Deed, hath demiſed and letten to Farm all the ſaid Meſſuage, with the Appurtenances, to the ſaid *A. To have and to hold* the ſame to the ſaid *A.* and his Aſſigns, from the making of theſe Preſents, for, by, and during the term of 6 years from thence next enſuing, reſerving thereof yearly to be paid, during the ſaid term to the ſaid *R. W.* his Executors and Aſſigns 10 l. of &c. on the 4th day of *J.* and on the 4th day of *O.* that is to ſay, 5 l. on every of the ſaid dayes, at the now Manſion-houſe of the ſaid *R. W.* ſcituate &c. between the hours &c. of every of the ſame ſeveral 4th dayes of *J.* and *O* and charging the ſaid *A* his Executors and Aſſigns, with the payment and performance of all Rents, Payments, Charges, and Covenants, otherwiſe to be born, for, or out of the Meſſuage, and other the Premiſſes, during the ſaid term of 6 years: yet nevertheleſs the ſaid *R. W.* for him &c. covenanteth &c. That if the ſaid *A.* be now at the Enſealing and Delivery of their Preſents, ſo the Owner and Proprietor of the ſaid Leaſe and term of years in the ſaid Meſſuage, and other the Premiſſes now to come, as that he hath lawful & abſolute Right to bargain, ſell and aſſure the ſame to the ſaid *R. W.* in form aforeſaid

ſaid, from all former Bargains, Forfeitures, and Incumbrances made by the ſaid *A.* And further, That if the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do as well content or pay, and cauſe &c. to the ſaid *R. W.* his Executors or Adminiſtrators, the ſaid yearly Rent or payment of 10 l. yearly, during the ſaid term of 6 years, in manner and form aforeſaid, and do ſave and keep harmleſs the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, of and for the yearly Rent and Covenants, ſpecified in the ſaid Original Indenture of Leaſe made of the ſaid Meſſuages, and other the Premiſſes, to the ſaid *R. C.* as aboveſaid, and of and from all Loſſes and Damages to grow thereof; as alſo do well and truly content or pay, or cauſe &c. to the ſaid *R. W.* his his certain Attorney, Executor, or Adminiſtrator, the Sum of lawful &c. at one entire payment, on the 6th day of *J.* which ſhall be in the year of our Lord, according to the account &c. 1662. between the hours &c. at &c. that then as well the ſaid Deed, and the Grant, Bargain, Sale, and Aſſignment therein ſpecified: As alſo the ſaid Recognizance, or Writing Obligatory, ſhall be clearly and utterly void and fruſtrate, as the ſame or either of them had never been had or made, the ſame Deed and Writing Obligatory, or any thing in them, or either of them contained or ſpecified, to the contrary in any wiſe notwithſtanding. And alſo the ſaid *R. W.* covenanteth &c. That when, and as often as the ſaid *R. W.* his Executors, or Adminiſtrators, or any for him or them, or by his or their, or any of their Appointment, ſhall have or receive any payment of the ſaid yearly Rent of 10 l. or any part thereof, according to the tenor and purport of theſe Preſents; That then, and ſo often, upon reaſonable Requeſt, the ſaid *R.* his Executors, or Adminiſtrators, ſhall deliver to the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, a reaſonable Acquittance in Writing, for the ſufficient Diſcharge of the ſaid *A.* his Executors, and Adminiſtrators, of and for ſuch particular payment ſo made, without any Fraud or Covin: And that if the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, do alſo pay, or cauſe to be paid to the ſaid *R. W.* his certain Attorney, Executor, or Adminiſtrator, the ſaid Sum of 100 l. in manner and form aforeſaid; That then upon reaſonable requeſt after the ſaid 100 l. ſo paid, the ſaid *R.* his Executors, or Adminiſtrators, ſhall deliver, or cauſe &c. to the ſaid *A.* his Executors, and Adminiſtrators, the ſaid Original Indenture of Leaſe, and ſuch other Conveyances as he hath therewith of the ſaid *A* whole, ſafe, and uncancelled. And alſo the ſaid Deed and Recognizance, or Writing Obligatory aforeſaid to be cancelled, without any manner of Fraud or Covin. *In Witneſs*, &c.

A Defeazance upon a Statute-Staple.

THis Indenture &c. Between *T. A.* of *H.* in the County of *S.* Esq; of the one part, and *R. C.* of *C.* in the County of *S.* Gent. of the other part, *Witneſſeth*, That whereas the ſaid *R. C.* hath acknowledged before the Right Honourable Sir *E. C.* Kt. one of his Majeſties moſt Honourable Privy Councel, Lord Chief Juſtice of *England*, on Recognisance or Statute-Staple, of the Sum of 500 l. unto the ſaid *T. A.* bearing date of theſe preſents. Nevertheleſs it is agreed between the ſaid parties; *And* the ſaid *T. A.* doth for himſelf, his Heirs, Executors, and Adminiſtrators, covenant and grant, to and with the ſaid *R. C.* his Heirs, Executors, and Adminiſtrators, by theſe Preſents, That if the ſaid *R. C.* his Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the ſaid *T. A.* his Executors, Adminiſtrators, or Aſſigns, the Sum of 260 l. of lawful &c. at or in the now Hall of *C.* Inn in *L.* in and upon the laſt Day of *?.* next enſuing the date of theſe Preſents, then the ſaid Statute ſhall be utterly void, fruſtrate, and of none effect, any thing therein contained to the contrary notwithſtanding. And alſo, That then he the ſaid *T. A.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will deliver the ſaid Statute to the ſaid *R. C.* his Executors, Adminiſtrators, or Aſſigns, to be cancelled and diſcharged: But if Default of payment be made of the ſaid Sum of 260 l. in form aforeſaid, then the ſame Statute to remain in full force and effect. In Witneſs, &c.

Upon a Statute for the Warrant of an Annuity.

THis *Indenture made*, &c. Between *A. B.* of &c. of the one part, and *C. D.* of the other part, Witneſſeth, That whereas the ſaid *A.* by one Writing or Deed of Annuity of the date of theſe Preſents, hath given, granted and confirmed unto the ſaid *B.* for the conſideration therein ſpecified, one Annuity or yearly Rent of, &c. iſſuing and going out of all and ſingular the Lands, Tenements, &c. To have, hold and enjoy, and yearly to receive the ſaid Annuity, or yearly Rent of, &c. as by the ſaid Deed of Annuity more at large it doth and may appear; and whereas alſo the ſaid *A.* by one Statute or Recognizance of the date alſo of theſe Preſents taken, knowledged and ſealed, &c. is holden, and ſtandeth bound to the ſaid *B.* in the Sum of, &c. payable, as by the ſaid Statute or Recognizance may alſo appear. Nevertheleſs, the ſaid *B.* is contented and agreed, and by theſe Preſents for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant

Recital of the Annuity.

grant to and with the ſaid *A.* his Heirs, Executors, and Aſſigns, and to and with every of them, That if the ſaid *A.* the day of the date of theſe preſents, be and ſtandeth ſolely ſeized of a good and perfect Eſtate of Inheritance in Fee-ſimple of and in all the ſaid Lands and all other the Premiſſes before in the ſaid Deed of Annuity mentioned, and hath full power and authority in his own right to give and grant the ſaid Annuity of &c. to the ſaid *B.* his Executors and Aſſigns, for and during the ſaid Term of years in the ſaid Deed limited and expreſſed. And alſo, if the ſaid *B.* his Executors and Aſſigns, and every of them, do or may from henceforth peaceably and quietly have, receive, take, levy, and enjoy the ſaid Annuity of &c. out of the Lands &c. and all other the Premiſſes expreſſed in the ſaid Deed at the dayes and times of payment appointed in the ſaid Deed, for and during the term of years above ſpecified, without any let, trouble, denial, diſturbance, or contradiction of the ſaid *A.* his Heirs, Executors or Aſſigns, or any of them, or any other perſon or perſons whatſoever they be, And without any act or acts or other Incumbrance committed or to be done by the ſaid *A.* his Heirs, Executors, or Aſſigns, which ſhall or may in any wiſe during the ſaid Term be or grow to the prejudice, hurt, or hindrance of the ſaid *C. D.* his Executors or Aſſigns, in having, receiving, or enjoying the ſaid Annuity or any part thereof according to to the true meaning of the ſaid Deed. And *alſo*, if the ſaid Annuity ſhall begin and be made at the Feaſt of &c. next coming, that then the ſame Statute or Recognizance ſhall be void &c.

Upon a Statute for payment of Money.

THis Indenture made the day &c. between *A. B.* of &c. of the one part, *C. D.* of &c. of the other part, *Witneſſeth*, That *whereas* the ſaid *C. D.* by his Recognizance or Writing Obligatory, or Statute Merchant, taken, ſealed, and acknowledged at *S.* before *R. F.* Mayor of the ſaid Town of *S.* and *T. O.* Clerk of the ſaid Town, aſſigned for the taking and knowledging of Statutes there, is and ſtandeth firmly holden and bound unto the ſaid *A. B.* the Sum of &c. of good and lawful Money of *England* payable unto the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, in or upon the Feaſt day of &c. next enſuing the date of the ſaid Recognizance, Writing Obligatory, or Statute-Merchant, more fully appeareth. Now the ſaid *A. B.* for him, his Executors and Aſſigns, doth covenant, grant, and fully agree to and with the ſaid *C. D.* his Executors, &c. and with every of every of them by theſe Preſents, That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall and do well and truly without any fraud, deceit, or colluſion, content, ſatisfie and pay, or cauſe to be contented, ſatisfied and paid unto the ſaid *A B.* the ſeveral ſums of Money hereafter in theſe Preſents mentioned, at ſuch dayes, places and times, and by and under ſuch

condition and conditions as hereafter in theſe Preſents are expreſſed and mentioned; *That is to ſay*, if or upon the Feaſt day of, &c. if *E. B.* Daughter of the ſaid *A. B.* or any Iſſue of her Body lawfully to be begotten by *N. D.* Son and Heir apparant of the ſaid *C. D.* ſhall be then in full life, the full Sum of &c. That then the ſaid Recognizance, Writing Obligatory, or Statute-Merchant, taken, ſealed and acknowledged as aforeſaid, ſhall be meerly and utterly void and of none effect; or elſe to ſtand, remain, continue, and be in full power, force, ſtrength, and virtue.

Hesketh.

Upon a Recognizance with a Condition.

THis Indenture made the day &c. Between the Right Honourable Sir *W.C.* Knight of the moſt Honourable Order of the Garter, Baron of *B.* &c. of the one part; and the Right Honourable *E.* Earle of *O.* &c. of the other part, *Witneſſeth*, That *whereas* the ſaid Earl ſtandeth bound to the ſaid *W.* Baron of *B.* by one Recognizance, bearing date, &c. and enrolled in the Kings Majeſties Court of *Chancery*, in the Sum of 4000 l. of good and lawful Money of *England*, to be paid to the ſaid Baron at the day limited and expreſſed in the ſame, as by the ſame Recognizance more at large appeareth; The ſaid Baron of *B.* for him, his Executors, &c. doth covenant, grant and agree to and with the ſaid Earl, his Heirs, &c. That if the ſaid *E.* his Heirs, Executors and Adminiſtrators, ſhall and do well and truly obſerve, perform, fulfill and keep all and ſingular Covenants, Grants, Articles and Agreements compriſed and ſpecified in one pair of Indentures bearing date &c. made between him the ſaid Baron of *B.* and the ſaid Earl, his Heirs, Executors, or Adminiſtrators, are and ought to be obſerved, performed, fulfilled and kept according to the true intent and meaning of the ſaid Indentures, that then the ſaid Recognizance ſhall be utterly void and of none effect. And further, the ſaid *W.* Baron of *B.* for him, his Executors, &c. doth Covenant, Grant and Agree by theſe Preſents, to and with the ſaid Earl, his Executors and Adminiſtrators, That if the Lady *A.* now Counteſs of *O.* Wife to the ſaid Earl, and Daughter to the ſaid Baron of *B.* do dye, no Action, Suit, or Execution thentofore at any time Commenced, taken or ſued in or upon the ſaid Recognizance for the ſaid Sum of 4000 l. nor any parcel thereof, that then and from thenceforth the ſaid Recognizance ſhall be utterly void and of none effect. *In Witneſs*, &c.

Upon

Upon an Indenture to which it relateth.

This Indenture of Defeazance made &c. between *W. L.* of *H.* in the County, of *L.* Yeo. of the one part, and *J. P.* of *B.* in the ſaid County Yeo. of the other part, Witneſſeth, That whereas the ſaid *J. P* by his Indenture of Aſſignment, bearing date &c. For the conſideration in the ſaid Indenture of Aſſignment, ſpecified and declared, did demiſe, grant, ſet and let over unto the ſaid *W. L.* and his Aſſigns, one piece or parcel of Paſture Land, called or known by the name of &c. containing by eſtimation 5 Acres, be it more or leſs in *B.* aforeſaid, together with all Wayes, Entries, Paſſages, Waters, Water-Courſes, &c. thereunto belonging, or at any time heretofore known, reputed or taken as part or parcel thereof, To have and to hold the ſaid piece of Paſture-Land, with all and ſingular the Appurtenances thereof unto the ſaid *W. L.* his Executors, Adminiſtrators, and Aſſigns, from and immediately after the day of the deceaſe of the ſaid *J. P.* for and during all the Term, time and ſpace, and unto the full end and term of 60 years, then next following, to be fully compleat and ended, if the Remainder or Remainders of the natural life or lives, of *W. P. G. P.* and *J. P.* ſons of the ſaid *J. P.* party to theſe preſents, or any of them do fortune ſo long to live, as in and by the ſaid recited Indenture of Aſſignment, relation thereto being had, more plainly and at large it doth and may appear. Now this Indenture of Defeazance doth further witneſs, That the true intent and meaning of the ſaid Indenture of Aſſignment, and of the ſaid parties thereunto was, is, and ſhall be, That if the Executors, Adminiſtrators, or Aſſigns of the ſaid *J. P.* party to theſe Preſents, or any of them do and ſhall well and truly content, ſatisfie and pay, or cauſe to be well and truly &c. unto the ſaid *W. L.* his Executors, or Adminiſtrators, or any of them, the full and juſt ſum of 40 l. of good and lawful Money of *England* within one year next after the deceaſe of the ſaid *J. P.* party to theſe Preſents, at or in the Church-Porch of *W.* in the ſaid County of *L.* if *J. P.* Wife of the ſaid *J. P.* be then living: But if the ſaid *J.* be then departed this life, then the ſaid 40 l. to ceaſe to be paid. And that then and from thenceforth after the day of the deceaſe of the ſaid *J.* or the payment of the ſaid 40 l. which ſhall firſt happen, That then the ſaid Indenture of Aſſignment, and every Covenant, Article and Clauſe therein contained, to be utterly void and of none effect. *And* that then and from thenceforth the ſaid *W. L.* his Executors or Aſſigns are to ſurrender and re-deliver the ſaid Aſſignment to the Executors, Adminiſtrators, or Aſſigns of the ſaid *J. P.* party to theſe preſents. *And* that alſo the Executors, Adminiſtrators, or Aſſigns of the ſaid *J. P.* are then to ſtand and be lawfully ſeiſed, poſſeſſed, eſtated and intereſſed, of and in the ſaid piece of Paſture Land, with the Appurtenances thereof, during the remainder of the ſaid Indenture of Aſſigment, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſs, &c.

Recital of the Indenture

Upon a Statute-Staple.

THis Indenture made, &c. Between *A. B.* of &c. of the one part, and *C. D.* of &c. of the other part, Witneſſeth, That whereas the ſaid *C. D.* by his Recognizance, in the nature of a Statute-Staple bearing date with theſe Preſents, and taken and acknowledged before Sir *T. L.* Kt. and Mayor of the Staple, and *J. G.* Eſq; Recorder of the City of *L.* is and ſtandeth bound to the ſaid *A. B.* in 4000l. of lawful &c. payable as by the Statute or Recognizance apppeareth. Now this Indenture Witneſſeth, That the ſaid *A. B.* is contented and agreed, and by theſe preſents for themſelves, their Heirs &c. do Promiſe, Grant and Agree to and with the ſaid *C D.* That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, do and ſhall well and truly obſerve, pay, perform, fulfil and keep, all and ſingular the Covenants, Grants, Articles, payments, Promiſes, Conditions, and Agreements, and all other things which on his or their part and behalf, are to be obſerved, &c. mentioned and contained in one pair of Indentures, bearing date &c. made between the ſaid &c. according to the tenor, effect and true meaning of the ſaid Indenture without fraud or guil: That then and at all times then after, the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, at the Requeſt of the ſaid *C. D.* his Heirs, &c. ſhall deliver up the ſaid Statute or Recognizance to be cancelled and made void. In Witneſs, &c.

To ſave harmleſs a Surety.

THis Indenture made, &c. Between *A. B.* of &c. of the one part, and *C. D* &c. of the other part, Witneſſeth, That whereas the ſaid *A. B.* hath upon his credit the firſt day of this inſtant moneth of *M.* at the ſpecial inſtance and requeſt of the ſaid *C. D.* taken up by way of Exchange for the furniture of the affairs and buſineſs of the ſaid *C. D.* the Sum of 100 l. of lawful Engliſh money. And all the ſaid Sum of 100 l. hath before the enſealing and delivery hereof fully paid and delivered to the ſaid *C. D.* whereof and wherewith the ſaid *C. D.* acknowledgeth himſelf well and truly ſatisfied, contented and paid, and thereof and of every part and parcel thereof, clearly acquitteth and diſchargeth the ſaid *A. B.* his Executors and Adminiſtrators, and every of them, by theſe Preſents. *And* whereas *alſo* the ſaid *C. D.* by one Writing Obligatory made according to the Statute lately provided for the recovery of Debts taken, knowledged and ſealed before Sir *J. D.* Knight, Lord Chief Juſtice of the Common Pleas at *Weſtminſter* bearing date &c. ſtandeth bound unto the ſaid *A. B.* in the Sum of 200 l. of lawful Engliſh Money payable at the Feaſt of &c. next enſuing the date hereof, as by Bond Obligatory or

Statute

Situate more at large it doth and may appear. Nevertheleſs it is covenanted, granted, condeſcended and agreed by and between the ſaid Parties to theſe Preſents, in manner and form following; (*That is to ſay,*) The ſaid *A. B.* for him, his Heirs, &c. doth Covenant, &c. to and with the ſaid *C. D.* That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators or Aſſigns or any of them, do well and truly pay or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, in or upon the 20th day of *M.* next coming after the date hereof, at the now dwelling houſe of the ſaid *A. B.* ſituate, &c. all the ſaid Sum of 100 l. of good and lawful Money of *England*: Together with all Sums of Money, coſts, charges, loſſes and damages that ſhall ariſe, grow, come or be payable by reaſon of the taking up thereof in Exchange or otherwiſe, without fraud, covin or delay: That then the ſaid Writing Obligatory or Statute to be void, &c. Or elſe, &c. In Witneſs, &c.

Upon performance of Covenants upon Marriage.

THis Indenture made, &c. between *E. W.* of *D.* in the County of *O.* Eſq; of the one part, and *W. D.* of *C.* in the ſame County Eſq; *T. H.* Son and Heir apparant of *R. H.* of *S.* in the ſame County Eſq; and *D. H.* of *L.* Gent. of the other part, *Witneſſeth*, That it is covenanted, concluded and agreed, by and betwixt the ſaid parties, for divers urgent and weighty cauſes and conſiderations in manner following; That is to ſay, That he the ſaid *E. W.* ſhall and will on this ſide, and before the Feaſt-day of St. *M.* next enſuing the date hereof, knowledge in due form of Law, and become bounden unto the ſaid *T. H.* and *D. H.* in one ſingle Obligation or Bond of Statute-Merchant in the Sum of 8000 l. of good and lawful Money of *England*, without Condition therein or thereupon included, ſubſcribed or indorſed: *And* yet nevertheleſs, the ſaid *W. D. T. H.* and *D. H.* and every of them, for them and their Joynt and ſeveral Executors and Aſſigns, do covenant and grant to and with the ſaid *E. W.* his Heirs and Aſſigns, That if the Marriage of eſpouſals heretofore incepted and had betwixt *J. W.* Son and Heir of the ſaid *E. W.* and *A.* the now Wife *in facto* of the ſaid *J.* and Daughter of *G. O.* of *P.* in the County of *W.* Eſq; ſhall be hereafter lawfully and perfectly conſummate at or after ſuch time as he the ſaid *J. W.* ſhall accompliſh, and be of his lawful age to conſent to the ſaid Marriage, *viz.* of or above the age of 14 years, and that the ſaid *G. O.* hath heretofore and ſhall hereafter obſerve, perform, and keep all and ſingular the Covenants, Grants, and Agreements of his part to be obſerved and kept, mentioned in one pair of Indentures, made betwixt the ſaid *E. W.* and the ſaid *G. O.* for and touching the payment of ſuch Sums of Money as were agreed to be paid by the ſaid *G. O.* for or in reſpect of the ſaid Marriage. Or otherwiſe if the ſaid now incepted Marriage or Eſpouſals ſhall be hereafter diſſolved by any means whatſoever, Then if the ſaid *E. W.* ſhall and do permit and ſuffer, &c.

A Defeazance upon a Judgement.

Recital of the Judgement.

THis Indenture made the &c. in the year of our Lord, &c. Between *T. H.* of the Cit. of *W.* Gent. of the one part. And *R. B.* of *W.* in the County of *C.* Gent. on the other part. **Witneſseth**, That whereas the ſaid *T. H.* in Term of St. *H.* now inſtant, (with the conſent of the ſaid *R B*) and for the ſecurity of the payment of the Sum of 100 l. hath had and obtained one Judgement in the Court of Common Bench at *Weſtminſter* againſt the ſaid *R. B.* for 200 l. Debt, beſide Coſt of ſuit, as by the Records thereof remaining in the ſaid Court, more fully and at large it doth and may appear. *Neverthleſs*, the ſaid *T. H.* is contented and well pleaſed, and for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth Covenant, promiſe, grant and agree to, and with the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them by theſe preſents, That if the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, or Aſſigns, or ſome or one of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *T. H.* his Executors, Adminiſtrators, or Aſſigns, or any of them, at or in the common Dyning Hall of the Middle Temple *London*, the ſaid ſum of 152 l. of lawful Money of *England*, in manner and form following, *That is to ſay*, on the 2d day of &c. which ſhall be in the year of our Lord, &c. 25 l. thereof, on the 2d day of &c. which ſhall be in the year of our Lord, &c. 25 l. more thereof, on the 2d day of &c. which ſhall be in the year of our Lord, &c. 20 l. more thereof, on the 2d day of, &c. which ſhall be in the year of our Lord of &c. 25 l. reſidue thereof, without making default of, or in any or either of them, then he the ſaid *T. H.* his Executors or Adminiſtrators, or any of them, ſhall not, nor will take, or ſue out, or cauſe to be ſued or taken out, any Writ or Writs of Execution whatſoever, nor take any other advantage whatſoever againſt the ſaid *R. B.* his Goods, Chattels, Lands or Tenements, upon the ſaid Judgment, but upon payment of the ſaid ſum of 102 l. in manner and form aforeſaid. He the ſaid *T. H.* at the Requeſt, and at the proper coſt and charges in the Law of him the ſaid *R. B.* his Heirs, Executors or Adminiſtrators, ſhall and will acknowledge ſatisfaction upon the Record of the ſaid Judgement, ſo as the ſaid *R. B.* his Executors or Adminiſtrators, do, and will firſt make and ſeal, and deliver unto the ſaid *T. H.* his Executors and Adminiſtrators, a good, lawful, and ſufficient Releaſe of errors in the ſaid Judgement. But if any default ſhall happen to be made in payment of, or in any or either of the ſaid payments, or of, or in any part of them, any or either of them, at any day limited and appointed for the payment thereof, contrary to the true intent and meaning of theſe Preſents. That then, and from thenceforth, and at any time, after ſuch default of, or in any of the payments, aforeſaid, or of, or in any part of them, any or either of them as aforeſaid, it ſhall and maybe lawful to and for the ſaid *T. H.* his Executors or Adminiſtrators, to ſue or proſecute, or cauſe to be ſued or proſecuted any Writ or Writs of Execution

ecution whatſoever, upon the ſaid Judgement, according to due courſe of Law. And then, and in any ſuch caſe alſo, theſe Preſents ſhall be void, and of none effect, notwithſtanding any thing in theſe Preſents to the contrary. *In witneſs*, &c.

A Defeazance of a Judgement, before it be entred upon the Warrant given to acknowledge a Judgement.

THis Indenture made the 10th day of *A.* &c. and in the year of our Soveraign Lord King *C.* &c. Between *E. C.* of, &c. in the County of &c. of the one part, and *T. R.* of &c. in the County of, &c. on the other part. Witneſſeth, That *whereas* the above-named *T. R.* before the Enſealing and Delivery hereof, hath acknowledged and ſuffered one Judgment to be entred upon Record in his Majeſties Bench at *Weſtminſter*, in *Eaſter*-Term now next enſuing, for &c. and &c. Coſts of Suit thereupon aſſeſſed at the Suit of *E.C. Nevertheleſs* it is Agreed, Conditioned, Covenanted and Granted by and between the ſaid Parties to theſe Preſents either to other. That if the ſaid *T. R.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly ſatisfie, content and pay, or cauſe to be well and truly ſatisfied, contented and paid to the ſaid *E. C.* or his Aſſigns, the Sum of, &c. of lawful Mony of *England*, yearly and every year during the natural life of him the ſaid *E. C.* at the 4 moſt uſual Feaſts or Terms in the year, (*viz.*) at the Feaſt of St. *M. the birth* of, *&c.* and the *Annunc.* of *M.* or within 14 dayes next after any of the ſaid Feaſts, by even and equal Portions, the ſaid payments to be made at, or in, &c. That then the ſaid Judgement ſhall be uttterly void, and of none effect. And that then after the deceaſe of the ſaid *E.C.* (the ſaid quarterly payments being duly made, or by him the ſaid *E.C.* accepted,) the Executors, Adminiſtrators of him the ſaid *E. C.* ſhall upon requeſt made, give ſufficient Warrant, for the acknowledging of ſatisfaction upon Record for the ſaid Judgement. And in the mean time, he the ſaid *E. C.* nor his Aſſigns, ſhall not ſue forth, nor proſecute any manner of Execution, upon the ſaid Judgement, againſt the ſaid *T. R.* his Executors nor Adminiſtrators, nor againſt their, or any of their Goods, Lands or Tenements. But if default ſhall be made of any the ſaid payments, at the dayes and place aforeſaid, and other good ſatisfaction not given, That then, and at all times after, the ſaid *E.C.* his Executors, Adminiſtrators and Aſſigns, ſhall and may take his or their due courſe of Law upon the ſaid Judgement, in that behalf provided. *In Witneſs*, &c

Defeazance

Defeazance of a Judgement.

THis Inventure tripartite, made the &c. day of, &c. in the Year of our Lord, &c. Between *J.* and *T. B.* of *L.* Gent. *J. P.* and *G.* and *A.* his Wife late of *A.* Spinſter, *R. B.* and *K. B.* of *L.* Spinſt. and *J. C.* of *L.* aforeſaid of the firſt part. *T. L.* of *S.* in the County of *M.* of the 2d part. And *W. R.* of *W.* in the County of *E.* and *J. P.* of L. in the County of *E.* Eſq; of the 3d. part. *Whereas* theſaid *J. C.* in the Term of, in the &c. year of his Majeſties Reign, &c. had, obtained, and recovered Judgement in his Majeſties Court of the *Kings* Bench at *Weſtminſter*, againſt the ſaid *T. L.* by the name of Sir *T. L.* Kt. otherwiſe called Sir *T. L.* of *S.* in the County of *M.* Kt. for &c. debt and &c. damages and coſts of Suit, as by the Records of the ſame Court it doth and may appear, which ſaid Judgement was had and obtained in manner aforeſaid, by the ſaid *J. C.* in his name, but in truſt only, and to and for the uſe and benefit of the ſaid *J B. T. B.* and *A.* now Wife of the ſaid *J. P.* then *A. B. K. B.* and *E. B.* And whereas the ſaid *T. L.* by one Indenture bearing the ſame date with theſe preſents, made between the ſaid *T. L.* of the one part, and the ſaid *J. P.* of the other part, and by other Conveyance and Aſſurance in the Law, hath for and in conſideration of the Sum of, &c. of lawful Money of *England*, to him in hand paid by the ſaid *J. P.* granted, bargained, ſold, enfeoffed, and confirmed unto the ſaid *J. P.* his Heirs and Aſſigns for ever, all that Cloſe, piece or parcel of Land, or Paſture-ground, called the 7 Acres, containing by Eſtimation, &c. And alſo all that piece or parcel of Ground, called the &c. containing, &c. And all that, &c. As by the ſaid Indenture and Aſſurances it doth and may appear. And whereas it was agreed by, and between the ſaid *T. L.* and *J. P.* that the ſaid Purchaſe-money ſhould be paid unto the ſaid *J. B. T. B. J. P.* and *A.* his Wife, *K. B.* and *E. B.* to whom the ſaid debt and damages before mentioned properly belongeth; and that the ſaid Judgement ſhould be made over to ſome perſon to be truſted by the ſaid *J. P.* for the protecting of the aforeſaid Lands and Premiſſes, ſo purchaſed as aforeſaid, from Incumbrances done by the ſaid *T. L* whereunto the ſaid Lands or Premiſſes are, or may be liable. Now this Inventure witneſſeth, That the ſaid *J. C.* for and towards the performance of the ſaid Agreement, and for, and in conſideration of the Sum of, &c. paid to the ſaid *J. B. T. B. J. P.* and *A* his Wife, *K. B.* and *E. B.* by the ſaid *T. L.* the Receipt whereof the ſaid *J. B.* and *T. B. J. P.* and *A.* his Wife *K. B.* and *E. B.* doth hereby acknowledge, and thereof, and of every part and parcel thereof do acquit and diſcharge the ſaid *T. L.* his Heirs and Aſſigns, by theſe preſents, hath granted, aſſigned and ſet over, and by theſe preſents, doth (at the Requeſt, and by the appointment of the ſaid *J. B.* and *T. B. J. P.* and *A.* his Wife, *K. B.* and *E. B.* teſtified by their being made parties to theſe preſents,) Grant, aſſign, and ſet over unto the ſaid *W. R.* (being a perſon nominated, and truſted by the ſaid *J. P.* for his uſe and benefit) his Executors,

Executors, or Adminiſtrators, and Aſſigns, the ſaid Judgement before mentioned, and of all and every ſum and ſums of Money therein mentioned, or thereby recovered. And all benefit profit and advantage to ariſe, grow or happen, or to be had or obtained upon, or by virtue of the ſame, in any manner of wiſe. *And* to the intent, that the ſaid Lands and Premiſſes, may be the better protected from Incumbrances according to the true intent and meaning of theſe Preſents, the ſaid *J. C.* doth hereby make, depute, appoint and conſtitute the ſaid *W. R.* his lawful Attorney, in his name and ſtead, but to the uſe of the ſaid *J. P.* his Heirs and Aſſigns, and at his and their proper Coſts and Charges, to ſue out an *Elegit* or *Extent*, upon the ſaid Judgement ſo had and obtained, by and in the name of the ſaid *J. C.* as aforeſaid. *And further*, to do, perform, and execute all and every other matter, thing or things whatſoever, that ſhall be meet, needful, expedient, and lawful to be done, performed or executed, in or about the extending of the Premiſſes, or any part thereof, as amply in every reſpect, as the ſaid *J. C.* himſelf might, or could do or perform the ſame, if he were from time to time preſent, at the doing thereof, and did the ſame perſonally, ratifying, allowing and confirming for good and effectual in Law, all and whatſoever his ſaid Attorney, or any his Subſtitutes ſhall lawfully do, or cauſe to be lawfully done in and about extending the Premiſſes, or any part or parcel thereof, to the uſe aforeſaid, by virtue of theſe Preſents. *And* the ſaid *J. C.* for him, his Executors and Adminiſtrators, doth Covenant and Grant to, and with the ſaid *W. R.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, in manner and form following, *That is to ſay*, That the ſaid *J. C.* his Executors and Adminiſtrators, ſhall not, nor will at any time after revoke, fruſtrate, or make void this preſent Writing, or Letter of Attorney, or any power or Authority hereby given or granted, without the conſent of the ſaid Sir *W. R.* his Executors, Adminiſtrators or Aſſigns, firſt had and obtained in Writing under his Hand and Seal. *And alſo*, that the ſaid *J. C.* his Executors and Adminiſtrators, ſhall and will from time to time, and at all times hereafter, upon reaſonable Requeſt and notice to be made or given to him or them, and at the Coſts and Charges of the ſaid Sir *W. R.* his Executors, Adminiſtrators or Aſſigns, avow, juſtifie, and maintain with effect, all and every ſuch lawful Act and Acts, thing, and proceedings whatſoever, as ſhall be lawfully done and performed by the ſaid Sir *W. R.* or any his Subſtitutes in and touching the extending of the Premiſſes, or any part thereof. *And further*, That he the ſaid *J. C.* his Executors and Adminiſtrators, ſhall and will from time to time, and at all times hereafter, upon every reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid Sir *W. R.* his Executors, Adminiſtrators or Aſſigns, make and give unto the ſaid *W. R.* his Executors and Aſſigns, ſuch further power and Authority, be it by making new Letter or Letters of Attorney, Warrant or Warrants of Attorney or otherwiſe, as ſhall be neceſſary for the better Authorizing of the ſaid Sir *W. R.* his Executors, Adminiſtrators or Aſſigns, or any of them, in and touching the extending of the Premiſſes, or any part thereof, to the uſe aforeſaid, as by the ſaid Sir *W. R.* his Executors, Adminiſtrators or Aſſigns, ſhall be reaſonably adviſed, demiſed or required. *In Witneſs* &c.

Defeazance

A Defeazance of a Recognizance.

THis Indenture made the, &c. of *M. Anno Dom.* &c. and in the Year of the Reign of our Soveraign Lord, &c. Between *H.H.* of *L.* Inholder, of the one part, and *S.S.* of *L.* Gent. of the other part, Witneſſeth, That *whereas* the ſaid *H.H.* at the inſtance and requeſt of the ſaid *S. S.* and for the cauſe, together with him the ſaid *S. S.* in and by one Recognizance, bearing date the, &c. now laſt paſt knowledged to be inrolled in the Court of *Chancery*, become bound unto *T.S.* of *P.* in the County of *S.* Eſq; in the Sum of 1700 l. of lawful Money of *England*, as in and by the ſame Recognizance doth and may appear. *And whereas* alſo by one Indenture, bearing date the ſaid 6th day of *M.* laſt paſt, made between the ſaid *S. S.* and *H. H.* on the one part, and the ſaid *T.S.* on the other part, *Witneſſeth*, That *whereas* a Marriage was then intended (and now is ſolemnized) between the ſaid *S.S.* and *E.S.* the Siſter of the ſaid *T. S.* and for the ſetling of a competent and ſufficient Joynture, for the better maintenance and living of the ſaid E. if there happen to ſurvive and over-live the ſaid *S S.* and that ſome ſtay and eſtate might be had to the Heir of the ſaid *S.* on the Body of the ſaid *E.* lawfully to be begotten. The ſaid *S. S.* and the ſaid *H. H.* at the inſtance and requeſt of the ſaid *S. S.* together with the ſaid *S.* for themſelves, and either of them, their and either of their Heirs, Executors, and Adminiſtrators, and every of them, did covenant, promiſe and grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That the ſaid *S.S.* and *H.H.* or one of them, their, or one of their Heirs or Aſſigns, ſhall and will within 4 years next enſuing the date of the ſaid Indenture, well and ſufficiently convey and aſſure, or cauſe and procure to be well and ſufficiently conveyed and aſſured, Lands, Tenements and Hereditaments, within the Realm of *England*, of the clear yearly value of, &c. by the year, over and above all and every yearly Charges, Deduction and Repairs; clearly acquitted and diſcharged, of all Titles, Troubles, and Incumbrances to the ſaid *E.* during her life, and after her death, to the uſe of the ſaid *S. S.* and the Heirs of the Body of the ſaid E. lawfully to be begotten; and for default of ſuch Iſſue, to the Heirs and Aſſigns of the ſaid S.S. for ever. *And* the perſon and perſons which ſhall ſo convey and aſſure the ſaid Lands, Tenements and Hereditaments, ſhall be at the time of the Conveyance thereof, lawfully, rightfully, and abſolutely ſeiſed of all the ſaid Lands, Tenements and Hereditaments, (in manner and form as aforeſaid) to be conveyd of a good and perfect Eſtate in the Law, in Fee-ſimple. And further the ſaid *S. S.* and *H. H.* for themſelves, and either of them, their, and either of their Heirs and Aſſigns. did Covenant, Promiſe and Grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That if the ſame *S. S.* ſhall deceaſe within the ſaid 4 years; and before ſuch Aſſurance had and made, that then the Executors

or

or Adminiſtrators of the ſaid *S. S.* ſhall from the day of the death of the ſaid *S.* until ſuch Aſſurances as aforeſaid, ſhall be made, well and truly pay, or cauſe to be paid to the ſaid *T.* if ſhe be living; and if ſhe be deceaſed, to ſuch Children as ſhall be in the mean time begotten on her Body, and then living, one yearly Rent of, &c. by the year, of lawful Money of *England*, at 4 Feaſts or Terms in the year; (*That is to ſay,*) At the Feaſt &c. or within 20 dayes next after every of the ſaid Feaſts, by even porportion; the firſt payment thereof to begin at ſuch of ſame Feaſts as ſhall next enſue the deceaſe of the ſaid *S. S.* *And whereas alſo,* by the ſame Indenture, it was covenanted and agreed between the ſaid Parties, and the ſaid *T. S.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, did Covenant, Promiſe and Grant, to, and with the ſaid *S. S.* and *H. H.* their Heirs and Aſſigns, by the ſaid Indenture, That if the ſaid S. *S.* and *H. H.* their Heirs, Executors and Adminiſtrators, and every of them, do and ſhall well and truly obſerve, perform, fulfil, and keep all and every the Covenant, Grants, Articles and Agreements in the ſaid Indenture contained, which on his or their Parties and Behalfs, are, or ought to be obſerved and kept, according to the Tenor, Purport, and true meaning of the ſaid Indenture, That then the ſaid Recognizance ſhould be void, fruſtrate, and of none effect, and a Vacate entred upon the Record thereof, any thing in the ſaid Indenture to the contrary notwithſtanding; and otherwiſe, the ſame to ſtand and abide in full force and ſtrength, &c. as by the ſaid Indenture at large doth and may appear. And whereas alſo, the ſaid *S. S.* in and by one other Recognizance, bearing date the ſaid, &c. day of, &c. now laſt paſt knowledged to be inrolled in the Court of *Chancery*, became bound unto the ſame *H. H.* in the ſum of, &c. of lawful Money of *England*, as in, and by the ſaid Recognizance, it doth and may appear. Now it is covenanted and agreed between the ſaid Parties to theſe preſents, and the ſaid *H. H.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth Covenant, Promiſe and Grant, to, and with the ſaid *S. S.* his Heirs and Aſſigns, by theſe Preſents, That if the ſaid *S. S.* his Heirs, Executors and Adminiſtrators, or any of them, do and ſhall well and truly obſerve, perform, fulfil, and keep all and every the Covenants, Grants, Articles and Agreements contained in the ſaid recited Indenture, which on the Parties, and behalfs of the ſaid *S. S.* and *H. H.* or either of them, are, or ought to be obſerved and kept, according to the Tenor and Purport, and true meaning of the ſaid recited Indenture. And thereby do acquit and diſcharge, and at all times hereafter ſave harmleſs the ſaid *H. H.* his Heirs, Executors and Adminiſtrators, and every of them, of, and from the ſaid recited Recognizance of, &c. and of and from the ſaid Covenants contained in the ſaid recited Indenture, That then the ſaid Recognizance of, &c. knowledged by the ſaid *S. S* to the ſaid *H H.* ſhall be void, fruſtrate, and of none effect, and a Vacate entred upon the Record thereof, otherwiſe the ſame to ſtand and abide in full force and ſtrength; *In Witneſs*, &c.

A Defeazance upon a Judgement in the Sheriffs Court, in London.

That the ſaid A. B. ſhall recover 200 l. for Debt, and 5 s. for Coſts and Charges.

THis *Indenture* made, &c. Between *A. B.* Cit. and Merch. of *L.* and *C. D.* Cit. and *H.* of *L.* on the other part: *Witneſſeth*, That *whereas* the ſaid *C. D.* the day of the date hereof hath acknowledged in the Sheriffs Court, in *L.* one Action of Debt commenced in the ſaid Court by *A. B.* againſt the ſaid *C. D.* Whereupon Judgement is already given, That the ſaid *A B.* ſhall Recover 200 l. for Debt, and 5 s. for Coſts and Charges, as by the Records of the ſame Court, more at large it appeareth. Nevertheleſs, It is now covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe Preſents. And the ſaid *A. B.* for him, his Heirs, Executors and Adminiſtrators, doth Covenant, Promiſe and Grant, to, and with the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in manner and form following; *That is to ſay*, That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, do well and truly pay, or cauſe to be paid to the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, at his now dwelling houſe ſcit. &c. the Sum of 100 l. of &c. in manner and form following; *That is to ſay*, &c. *And* ſo further, and from thenceforth quarterly on every of the ſame Feaſt dayes, or within 10 dayes next enſuing every of the ſame Feaſt dayes, conſequently and next enſuing, one after another, at the place aforeſaid, until the ſaid Sum of 200 l. ſhall be fully paid to the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, That then he the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will at any time after ſuch full payment be made to him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns of the ſaid ſum of 100 l. upon the reaſonable Requeſt, and the Coſts and Charges of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, acknowledge, or enter ſatisfaction of the ſaid Judgement in the ſaid Court, as in ſuch like caſes is uſed and accuſtomed. *And alſo*, that he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, or any other, by his or their means or procurement, ſhall not at any time (before the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall make default in payment of the ſaid ſum of 100 l. or ſome other part thereof, contrary to the form aforeſaid) ſue forth, or proſecute any Execution, Extent, or other Proceſs whatſoever againſt the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, or any of them, or any of his or their Lands, Tenements, Hereditaments, Goods or Chattels, or any of them, or any part thereof, upon, or touching the ſaid Judgement, or ſum of Money therein contained. Provided alwayes, and it is further conditioned, concluded and agreed, between the ſaid Parties, to theſe Preſents, That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall make default, of, or in any payment of the payments aforeſaid, of the ſaid ſum of 100 l. in part or in all,

contrary

contrary to the form aforesaid, That then, and immediately from and after such default made, all and every the Covenants, Grants, Articles, Clauses and Agreements, in these Presents contained, on the part and behalf of the said *A. B.* his Executors, Administrators and Assigns, and every or any of them to be performed, done and kept, shall clearly be void, and of none effect. And that then, or at any time after such default made, it shall or may be lawful, to, and for the said *A. B.* his Executors, Administrators, or Assigns, or any of them, to sue forth, take, use, and have against the said *C. D.* his Heirs, Executors, and Administrators, or any of them, his or their or any of their Lands, Tenements, Hereditaments, Goods and Chattels, or any of them, or any part thereof, all or any such lawful Actions, Suits, Processes, Extents and Executions, and other Remedies upon or concerning the said Judgement, as he or they might, could, or ought to have had or done, if these presents had never been made or had; any thing therein contained to the contrary in any wise notwithstanding. *In Witness*, &c.

Defeazance of a Bargain and Sale, &c. Judgement.

THis Indenture, made &c. Between *T. T.* &c. of the one part, and *W. T* &c. of the other part, Whereas by two several Indentures both bearing date the &c. now last past made or mentioned to be made between the said *W. T.* of the one part, and *T. T.* of the other part, and the one of them intended to be enrolled in the High Court of *Chancery*, the said *W. T.* for the consideration therein mentioned, Hath sold and conveyed, or intended to sell and convey, a Messuage, Tenement, with the Appurtenances, and other things in the said Indenture mentioned, unto the said *T. T.* and his Heirs, and hath entred into divers Covenants and Agreements in one of the said Indentures contained. *And whereas* the said *T. T.* by the Judgement of the Court of Kings Bench at *Westm* did in *Hillary* Term now last past, against the said *W. T.* recover in an Action of Debt upon an Obligation of 100 l. penalty bearing date the said &c. last past. 100l. Debt. and 24 s. for Costs of Suit, As by the said Indenture and as by the Record of the said Judgement may appear. Now this Indenture witnesseth, That it is covenanted and agreed by and between the said parties to these Presents, And the said *T. T.* for himself, his Executors, and Administrators, doth covenant, promise, and agree to and with the said *W T.* his Heirs, Executors, and Administrators, and every of them, do and shall from time to time, and at all times hereafter observe, fulfil, and keep all and singular the Covenants, Grants, Articles, Promises and Agreements mentioned and comprised in the said recited Indenture of Covenants, which on the part and behalf of the said *W. T.* his Heirs, Executors, and Administrators, and every of them, are and ought to be observed and performed, fulfilled and kept

according to the true intent and meaning of the ſame Indenture, that then the ſaid *T. T.* Executors and Adminiſtrators, ſhall and will at and upon the requeſt, coſts, and charges of the ſaid *W. T.* his Heirs, Executors and Adminiſtrators, acknowledge ſatisfaction upon the Record of the ſaid Judgement, deliver up to the ſaid *W. T.* his Heirs, Executors, and Adminiſtrators, the ſaid Obligation to be cancelled, he the ſaid *W. T* his Heirs, Executors, and Adminiſtrators firſt ſealing, and as his or their Act and Deed, or Acts and Deeds, delivering unto the ſaid *T. T.* his Executors and Adminiſtrators, a generall Releaſe of and for all errors and erroneous proceedings whatſoever in or about the ſuing or preſenting of the ſaid Action, or the mil-entry or non-entry of the ſaid Judgement, and that in the mean time and until breach of ſome of the Covenants, Grants, Articles, Promiſes, or Agreements in the ſaid Indenture of Covenants contained, he the ſaid *T. T.* his Executors or Adminiſtrators ſhall not or will not ſue or procure to be ſued forth any Writ of Execution or Extent upon the ſaid Judgement againſt the ſaid *W. T.* his Heirs, Executors, or Adminiſtrators, or any of them, or againſt his, their or any of their Lands, Tenements, Goods or Chattels. *In witneſs*, &c.

DEPUTATIONS.

A Deputation for a Receivor.

Recital of Letters Patents.

THis Indenture made &c. Between *J. E.* of &c. of the one part, and *L. B.* and *J B.* of the other part. Whereas our late Sovereign Lord King *Charles* the Firſt, of happy Memory, by his Letters Patents under the Great Seal of *England*, bearing date the &c. day of &c. did give and grant unto *R. C.* Eſq; and the ſaid *J. E.* joyntly and ſeverally, the Office of Receivor of the Iſſues and Revenues of all and ſingular the Honours, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Services, and other Poſſeſſions and Hereditaments whatſoever of him, his Heirs and Succeſſors, in the Counties of *S.* and *C.* and in all other Towns and places whatſoever as well within Liberties as without, within the Precincts, Limits, and Circuits of the ſame Counties and either of them, formerly being in the Survey and Government of the ſaid late Majeſties late Court of Augmentation and Revenue of his Crown of *England*, and of the Officers and Miniſters of the ſaid late Court, and then being aſſigned and appointed to the Survey and Government of his Court of Exchequer, and of the Officers and Miniſters of

of the ſame Court and by the ſame Letters Patents did Make, Ordain, and Conſtitute them the ſaid *R. C.* and *J. E.* and either of them joyntly and ſeverally, Receivor of the Revenues of his ſaid Court of Exchequer; *To wit*, Receivor of the Iſſues and Revennes of all and ſingular the Honors, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Poſſeſſions and Hereditaments of the ſaid late King in the ſaid County of *S.* and *C.* and in all other the Towns, Villages, and Places aforeſaid, *To have*, enjoy, exerciſe, and occupy the ſaid Office to the ſaid *R. C.* and *J. E.* and either of them joyntly and ſeverally by themſelves, or by their ſufficient Deputy or Deputies of either of them, for and during the lives of them the ſaid *R. C.* and *J. E.* and of the longer liver of them, together with all allowances of Diet, Profits, Commodities, Advantages, Authorities, Rights and Preheminencies whatſoever any way to the ſaid Office belonging or incumbent, and alſo the Fee of &c. *per annum* and &c. for Portage of every 100 l. of the Money of the ſaid King, his Heirs or Succeſſors, by them or either of them received of the Iſſues aforeſaid, as by the ſame Letters Patents may more at large appear. And *whereas* the ſaid *R. C.* is ſithence dead, and the ſaid *J. E.* him Surviveth, Now this Indenture Witneſſeth, That the ſaid *J. E.* for the great truſt and confidence he repoſeth in the ſaid *L. B.* and *J. B.* for the due Execution of the ſaid Office for and on the behalf of him the ſaid *J. E.* and for divers other good Cauſes and Conſiderations him thereunto moving, hath deputed, conſtituted, made and appointed, *And* by theſe Preſents doth depute, conſtitute, make and appoint them the ſaid *L. B.* and *J. B.* joyntly, and either of them ſeverally his Deputy and Deputies, to collect, receive and gather all and every Sum and Sums of Money which he the ſaid *J. E.* by virtue of the ſaid Letters Patents, may, might, ſhould or ought to collect, receive or gather in the ſaid Countie of *S.* and *C.* and either of them, and in all other Towns and places whatſoever (as well within Liberties as without) within the Precincts, Limits and Circuits of the ſame Counties, and either of them. And the ſaid *J. E.* doth by theſe Preſents give and grant unto them the ſaid *L. B.* and *J. B.* and either of them joyntly and ſeverally, the Office or place of Deputy-Receivor of the Revenues of the ſaid Kings Court of Exchequer: *To wit*, the Office of Deputy-Receivor of the Iſſues and Revenues of all and ſingular the Honours, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Poſſeſſions and Hereditaments of the ſaid now King in the ſaid Counties of *S.* and *C.* and in all other the Towns, Villages, and places aforeſaid. *To have*, *hold*, uſe, exerciſe, occupy and enjoy the ſaid Authority and Deputation, and the ſaid Office of Deputy-Receivor aforeſaid, to them the ſaid *L. B.* and *J. B.* and either of them joyntly and ſeverally, for and during the lives of them the ſaid *L. B.* and *J. B.* and of the longer liver of them, if he the ſaid *J. E.* ſhall ſo long live. And the ſaid *J. E.* doth hereby give and grant unto the ſaid *L. B.* and *J. B.* and to the Survivor of them, full Power and Authority to receive and take all allowances of Dyet, Profits, Commodities, Advantages, Authorities, Rights, Fees, Duties, Sums of Money, Rewards and Preheminencies whatſoever to the ſaid Office of Receivor aforeſaid, or to the

ſaid *J. E.* by reaſon of the ſaid Office, or by virtue of the ſaid Letters Patents belonging, appertaining or incumbent, or particularly the ſaid Fee of 10 l. *per annum*, and the ſaid Fee or Reward of &c. for the Portage of every 100 l. of the Kings Money by the ſaid Letters Patents granted to the ſaid Patentee as is aforeſaid, *To have*, receive, and take all the Fees, Duties, Profits, Commodities and Advantages aforeſaid, unto the ſaid *L. B.* and *J. B.* and either of them, to their and either of their own proper uſe and behoof, without any account thereof making or to be made to the ſaid *J. E.* his Executors, Adminiſtrators or Aſſigns, or any of them. And the ſaid *L. B.* and *J. B.* for themſelves, their Heirs, Executors, and every of them, do joyntly and ſeverally covenant, promiſe, and grant to and with the ſaid *J. E.* his Heirs, Executors, and Adminiſtrators, and to and with every of them by theſe Preſents, in manner and form following; That is to ſay, That they the ſaid *L. B.* and *J. B.* or one of them, ſhall and will from henceforth from time to time well and diligently, duly and carefully execute the ſaid Office of Receivor aforeſaid, for and in the Name, and on the behalf of him the ſaid *J. E.* and ſhall and will from time to time, and at all times hereafter, well and truly anſwer, ſatisfie, and pay all and ſingular ſuch Sum and Sums of Money as they the ſaid *L. B.* and *J. B.* and either of them, or their or either of their Clerks, Subſtitutes, Servants or Agents, or either of them ſhall receive in reſpect of the Office of Receivor aforeſaid, or as Deputies or Deputy to the ſaid *J. E.* of the ſaid Office, and which ſhall be any wayes hereafter charged or chargeable upon the Accompt of the ſaid *J. E.* by reaſon of the ſaid Office at ſuch time and times, places and place, and in ſuch manner as the ſame are or ought to be paid, and ſhall alſo from time to time ſufficiently ſave harmleſs and defend the ſaid *J. E.* his Heirs, Executors, and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, of and from all loſſe and damage that ſhall or may happen or come to him the ſaid *J. E.* his Heirs, Executors, and Adminiſtrators, and every of them, by reaſon of the ſaid Moneys, or for the not executing or miſexecuting of the ſaid Office, or for any other matter, cauſe, or thing wherewith the ſaid *J. E.* ſhall or may be charged or chargeable in relation to the ſaid Office. And the ſaid *J. E.* for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, grant and agree to and with the ſaid *L. B.* and *J. B.* their Executors and Adminiſtrators, by theſe Preſents, That he the ſaid *J. E.* will not at any time hereafter revoke or repeal the ſaid Deputation, or any Authority hereby granted, or do or ſuffer to be done any Act, Matter or Thing whereby the ſame may become void, invalid, or of none effect; or whereby the ſaid *L. B.* and *J. B.* or either of them, may be hindred or ſuffered not to receive the before-mentioned Fee or Fees, or any of the before-mentioned Profits belonging to the ſaid Office, or any of them, and granted or intended to be granted to the ſaid *L. B.* and *J. B.* as aforeſaid; and that they the ſaid *L. B.* and *J. B.* and the Survivor of them, ſhall and may have, hold, exerciſe and enjoy the Office of Deputy-Receivor aforeſaid,

aforeſaid, and have, receive, take and enjoy all Fees, Benefits, and Advantages, hereby to them granted or intended to be granted as aforeſaid, during all the term and time hereby granted and intended to be granted, without any Suit, Let, Trouble, Interruption or Diſturbance of or by him the ſaid *J. E.* or any lawful claiming under him, or of or by any other perſon or perſons with or by his means, default, privity or procurement. In Witneſs, *&c.*

A Deputation on Under-Stewardſhip.

TO all, &c. *A. B.* &c. Greeting. *Whereas C. D.* for &c. by his Writing bearing date, &c. Hath appointed and ordained me the ſaid *A.* his Steward of his Lordſhips and Mannors of *D.* and *S.* and of all Courts of View of *Franck-Pledge* and Leets within the Mannors aforeſaid. *To have, hold, occupy, and exerciſe* the Office aforeſaid, by me or my ſufficient Deputy or Deputies for term of my life, with the Fees, Wages, Rewards to the ſame Office belonging, or anciently due and accuſtomed, together with the yearly Fee of 5 l. for the exerciſe and occupying the ſaid Office as by the ſaid Writing more at large appeareth. Now know yee, me the ſaid *A. B.* to have made, ordained, and by theſe Preſents to have conſtituted my welbeloved *R. S.* my Deputy or Under-Steward of the Mannors or Lordſhips aforeſaid. To have, hold, occupy and exerciſe the ſaid Office of Deputy-Stewardſhip of me the ſaid *A.* for term of natural life. Taking and having yearly, during the ſaid term, for exerciſing and occupying the ſaid Office, all Fees, Wages, Rewards and Profits to the ſame Office belonging, or anciently due or paid. Together with the ſaid Annual Rent or Fee of 5 l. and fully and wholly, and in as ample manner and form, as I now, or heretofore have had, received, have uſed, or to do, have accuſtomed. *In Witneſs*, &c.

A Deputation of Stewardſhip.

THis Indenture made, &c. between *W. K.* Eſquire, Steward of the Honor of *B.* in the County of *H* and the Mannors and Courts thereunto belonging, of the one part, and *J. H.* Gent. of the other part, *Witneſſeth*, That the ſaid *W. K.* hath made, ordained, conſtituted, and appointed; and by theſe Preſents do make, ordain, conſtitute and appoint the ſaid *J. H.* his Deputy, Steward of the Honor aforeſaid, and the ſeveral Mannors and Courts thereunto belonging. *And* by theſe Preſents, doth give and grant unto the ſaid *J. H.* the Deputation and Execution of the ſaid Office of Steward of the Honors and Mannors aforeſaid; *To have, hold*, enjoy, and exerciſe the ſaid Office to the ſaid *J. H.* for and during the natural life of the ſaid *W. K.* together with all Fees, Rewards, Profits, Allowances, Preheminences, Commodities and Advantages whatſoever to the ſaid Office in any manner of way belonging or appertaining, ſo long as the ſaid *J. H.* ſhall have and exerciſe the ſaid Office, and in as large and ample manner as the ſame is granted by *G. F.* and *G. P.* by their Indenture bearing date, &c. to the ſaid *W. K.* except the Fee of 5 l. to the ſaid *W. K.* granted by the ſaid Indenture, for the execution of the ſaid Office. *In Witneſs*, &c.

A Deputation of an Office.

TO all Chriſtian People, to whom this preſent Writing Indented ſhall come, *S. E.* of *D.* ſendeth Greeting in our Lord God everlaſting. *Know ye*, That the ſaid *S. E.* for divers good cauſes and conſiderations him hereunto moving, hath aſſigned, made, ordained and conſtituted, and by theſe preſents doth authorize, nominate and appoint *T. B.* of *C.* his true and faithful Deputy, for him and in his name to exerciſe and execute the Office of the Bayliff of the Liberty of the Dutchy of *L.* Feodary, Eſcheator, and Clerk of the Market of *G.* in the ſaid County of *L.* and not elſewhere, and to receive all and ſingular Rents, Iſſues, Profits and Commodities, and Caſtle-Ward of *L.* for Knights Fee, with all and ſingular the aforeſaid Hundreds in the ſaid &c. to the ſaid Caſtle and Honor of *L.* belonging or appertaining, and alſo to do and execute all things pertaining to the Leets and View of *Frank-Pledge* of *S.* within theſe ſeveral Hundreds, and to receive and take all Perquiſites, Profits, and Certainties of the ſame Leets, and the Pleas, Perquiſites and Profits of all and

and ſingular the ſeveral Towns within the ſaid Hundreds and every of them; and alſo to do and execute every ſuch other Acts and things pertaining to the Offices aforeſaid, or any of them, within the ſaid ſeveral Hundreds or any of them, in as large and ample manner as the ſaid *S. E.* by force and virtue of any Grant or Grants, Conveyance or Conveyances from or out of the ſaid Dutchy of *L.* to him made, or now inveſted in him of the Premiſſes, or any part or parcel thereof lawfully might or could do or execute, have or receive of, for, or by reaſon of the ſame, or the execution thereof within the ſaid ſeveral Hundreds aforeſaid or any of them, and not elſewhere. And alſo to take and receive all the Rents, Iſſues, and Profits of the ſaid ſeveral Hundreds in the ſaid County of &c. and the Leets of the ſame Hundreds, and all other Profits and Commodities to the ſame Hundreds and Leets belonging, Excepting out of this Deputation whatſoever is excepted in the Grant or Grants made to the ſaid *S. E.* or to thoſe from whom he claims the ſame Premiſſes, or any part of them. In Witneſs, &c.

Eccleſiaſtical Inſtruments.

A Reſignation of a Benefice.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *J. G.* Clerk, and late Parſon of the Pariſh-Church of *S.* in the County of *S.* ſendeth Greeting in our Lord God everlaſting Know ye, That I the ſame *G.* for divers good and reaſonable Cauſes and Conſiderations, me moving, Have clearly reſigned and releaſed unto the Patron or Giver of the Parſonage of *S.* in the ſaid County of *S.* and Dioceſs of *W.* the free, and ample and clear Diſpoſition and Gift of the ſame Parſonage; Together with all the Right, Demand, or Title, which I might, ſhou'd, or ought to claim or demand by any manner of means, for, touching, or in any wiſe concerning the ſame Parſonage of *S.* by reaſon either of Nomination, Aſſignation, or Deputation thereof, at any time heretofore to me made, granted, or aſſigned. And I the ſaid *J. G.* do by theſe Preſents, promiſe, and grant, at no time or times hereafter, to make any Claim or Claims, Challenge or Demand to the ſaid Parſonage, or to any Duties whatſoever appertaining thereunto, which might have grown due or payable unto me, by reaſon of the foreſaid Parſonage of *S.* In Witneſs, &c.

A Licence to Preach and ſerve a Cure.

G. Dilecto nobis in Chriſto *A. B.* Clerico, Salutem & gratiam. Literarum ſacrarum ſcientia, vita probitas & aliæ virtutis & prudentiæ dotes, quibus nobis commendatus exiſtis. Nos merito inducunt ut in commodum eccleſiæ ſuſcitemus hæc dona tibi divinitus data. Ad predicandam igitur & proponendum verbum dei ſermone Latino ſeu vulgari Clero & populo in quacunque eccleſia, per totam diocæſin noſtram, nec non ad peragendum officium Curati parochialis in eccleſia parochiali de *M.* noſtræ diocæſeos in precibus communibus aliiſque miniſteriis, eccleſiaſticis ad officium Presbyteri pertinentibus, juxta formam deſcriptam in libro publicarum precum auctori-

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ante Parlamenti hujus inclyti Regni editarum & ſtabilitarum, & regias injunctiones in ea parte editas & publicatas & non aliter neque alio modo (dum te humiliter geſſe is.) Licentiam & facultatem tibi tenore præſentium concedimus & impertimur, ad noſtrum beneplacitum tantum modo duraturam. In cujus rei teſtimonium ſigillum noſtrum præſentibus apposuimus. Dat.

A Licence to perform the Office of a Deacon, and to Preach.

G. tiam. Dilecto nobis in Chriſto *A. B.* Diacono, ſalutem & gra- Ad peragendum officium Diacon, donec ſacram Presbyteratus ordinem adeptus fueris, ac etiam ad peragendum officium Curati Parochialis, tam in Eccleſia Parochiali de *M.* noſtræ Dioceſeos, quam in quacunque alia Eccleſia, infra eandem dioceſin, ubilibet conſtituta, in precibus communibus ad officium veſtrum pertinentibus, juxta formam deſcriptam in libro publicarum precum, auctoritate Parlamenti hujus inclyti Regni *Angliæ*, editarum & ſtabilitarum, ac Canones & Conſtitutiones in ea parte publicat. et legitime ſtabilit. non aliter, neq; alio modo: Necnon ad predicandum et proponendum verbum Dei, juxta talentum tibi a Domino concreditum, in quibuſcunque Eccleſiis, ſive locis Eccleſiaſticis, ad hoc accommodatis et decentibus, in et per Dioceſin prædictam Sermone Latino ſeu vulgari. Tibi de cujus fidelitate, doctrina, et erga Sacroſanctum Dei Evangelium zelo, ſecundam ſcientiam, ac morum probitate, ac ſanæ conſcientiæ puritate, plurimam in domino fiduciam concepimus, (ſubſcribenti prius tribus illis articulis in hac parte ſubſcribendis, ac juramentum ſupremitatis Regiæ Majeſtatis præſtanti et ſubeunti) plenam et liberam tenore præſentium, concedimus poteſtatem. Teq; in ea parte licentiamus per præſentes, tamdiu dunta xat duraturus, donec aliud a nobis inde habueris in mandatis. Teq; in ſuper monemus, ut ſacras literas ſyncere et pure tractas, eaſq; prudenti cum ſimplicitate populo diligenter exponas; ac in ſermonibus tuis contentiones de rebus jam conſtitutis ſuſcitas vel ſpargas, neve alterationem aut immutationem quamcunque in Doctrina aut cæremoniis ſuadeas, præter eam quam Regia Majeſtas auctoritate publica fecit. Quod item te facturum propria manus tuæ ſubſcriptione teſtatus es. In cujus rei teſtimonium ſigillum noſtrum præſentibus apponi fecimus. Dat.

A Licence to practice Surgery.

G. Dilecto nobis in Chriſto *T. D.* de in Chirurgia profeſſori, ſalutem et gratiam. Cum ex fide digna relatione accepimus, te in arte ſive facultate Chirurgiæ, per non modicum tempus verſatum fuiſſe, multiſque de ſalute et ſanitate corporis vere deſperatis (Deo omnipotente

tente adjuvante) ſubveniſſe, eoſdemque curaſſe, Necnon in arte ſive facultate prædicta, multorum peritorum lunensbili teſtimonio, pro experientia, fidelitate, diligentia, & induſtria tuis, circa curas quas ſuſceperis peragendas, in hujuſmodi arte ſive facultate, merito commendatum eſſe. Ad practicandum igitur & exercendum dictam artem ſive facultatem Chirurgiæ, in & per Diœceſin, ex cauſis prædictis, aliiſque nos in hac parte juſte moventibus, (præſtito primitus per te juramento de agnoſcendo Regiam ſupremam poteſtatem in cauſis Eccleſiaſticis & temporalibus; Ac de renunciando, refutando, & recuſando omni & omnimodo juriſdictioni, poteſtati, auctoritati, & ſuperioritati foraneis, juxta vim, formam, & effectum Statuti Parlamenti hujus inclyti Regni *Angliæ* in ea parte editi & provifi,) quantum nobis per Statuta hujus Regni *Angliæ* licear, & non aliter, neque alio modo, te admittimus & approbamus. Tibiq; licentiam & facultatem noſtras in hac parte tenore præſentium (quamdiu te bene & laudabiliter geſſeris) benigne concedimus & elargimur. In cujus rei teſtimonium Sigillum, quo in hac parte utimur præſentibus apponi fecimus. Dat.

A Diſpenſation to receive the Order of Deacon.

G. Dilecto nobis in Chriſto *G. P.* in artibus Magiſtro, Salutem & gratiam. Ut a quocunque Epiſcopo Chatholico, officii ſui executionem obtinente & exercente, in quacunque Eccleſia, ſive Capella, ubi Epiſcopus hujuſmodi moram traxerit, per Provincium noſtrum Cantuarienſem, ubililet conſtitut, aliquo die feſto, ſive profeſto, etiamſi extra tempora a jure Canonibus & conſtitutionibus Eccleſiaſticis Statuta id fieri contigerit, ad ſacrum diaconatus ordinem, juxta morem & ritum Eccleſiæ Anglicanæ, in ea parte pie & ſalubriter editum & ordinatum, licite valeas promoveri, dummodo ætate, moribus, & literatura, idoneus repertus fueris. Super quibus Ordinantis conſcientiam diſtricte oneramus, ac modo aliud Canonicum tibi in ea parte non obſiſtat impedimentum, licentian & facultatem noſtras, tam cuiquque Catholico Epiſcopo hujuſmodi ordinem conferendi, quam tibi eandem recipiendi benigne concedimus, ut impertimur per præſentes, contrariis Canonum inſtitutis non obſtantibus quibuſcunque. In cujus rei teſtimonium ſigillum, quo in hac parte utimur, præſentibus apponi fecimus. Dat.

A Licence for a School Maſter to teach Chidren.

G. Dilecto nobis in Chriſto *H. F.* in artibus Baccalaureo, Salutem & gratiam. Ad inſtruendum, erudiendum, & informandum quoſcunque pueros in litteris Gramaticalibus, aliiſque documentis licitis & honeſtis, ac de jure, legibus, ſtatutis, & conſtitutionibus hujus inclyti Regni *Angliæ* in ea parte permiſſis & approbatis, in quocunque loco publico vel privato tuo arbitrio eligendo, ac juxta leges, ſtatuta, & conſtitutiones in ea parte editas & proviſas, & non aliter, tam in libera Schola de *H.* in Com. *C.* quam in quocunque alio loco in & per Dioceſin *L.* noſtræ *Cantuarienſis* Provinciæ, ubilibet conſtituto. Tibi, de cujus fidelitate, literarum ſcientia, conſcientiæ paritate, morum probitate, & diligentia, plurimum confidimus (præſtito prius per te juramento de agnoſcendo Regiam ſupremam poteſtatem in cauſis Eccleſiaſticis & temporalibus, ac de renunciando, refutando, & recuſando omni & omnimodæ Juriſdictioni, poteſtati, auctoritati, & ſuperioritati foraneis, juxta vim, formam, & effectum Statuti Parlamenti in ea parte editi, Subſcripciſq; per te tribus illis articulis deſcript. in 36 Capitulo libri conſtitutionum ſive Canonum Eccleſiaſticorum, Anno Dom. 1604 Regia auctoritate editorum & promulgatorum, in hunc modum, *viz.* Primo & tertio articulis integris & ſecundi articuli duobus prioribus membris) licentiam & facultatem noſtras, tenore præſentium concedimus & impertimur, ad noſtrum beneplacitum tantumodo duraturam. Proviſo ſemper, quod Catechiſmum publicæ auctoritate editum, & nullum alium Catechiſmum Latino ſeu vulgari idiomate ſingulis hebdomadis Diſcipulos tuos, inter alia, publice doceas, & ad Eccleſiam intra cujus Parochiam de tempore in tempus, officium Ludimagiſtri exercebis, ſingulis diebus Dominicis & Feſtivis, cum omnibus diſcipulis tecum cohabitantibus ad conciones & divina audiendum diligenter accedas ac frequentes. Proviſo etiam quod in nullius Recuſanti utriuſque ſectæ ædibus quoſcunque pueros niſi de & cum expreſſo conſenſu noſtro vel Epiſcopi loci, pro tempore exiſtentis, ſub manus noſtræ vel iſtius Epiſcopi ſubſcriptione habito & obtento juxta ſtatuta & conſtitutiones antedict. edit. & proviſ. edoceas aut inſtituas. In cujus rei teſtimonium ſigillum, quo in hac parte utimur, præſentibus apponi fecimus. Dat.

A Licence to eat Fleſh in Lent.

G. Dilecto nobis in Chriſto *A. B.* Salutem & gratiam. Cum leges ad omnium utilitatem conditæ, ad ſalutem ſingulorum de rigore ſuo aliquid remittere etiam ipſæ cupiant: Nos, partim ex relatione tua, partim ex aliorum fide dignorum teſtimonio, intelligentes te nonnullis & diu-

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tinis corporis tui infirmitatibus ita affectum fuiſſe & eſſe, Quod piſcium ejus ſanitati corporis tui contrarius & admodum nerivus exiſtit, ac propterea ſalutem tuam ex animo exoptantes, permittimus & indulgemus tibi, ut una cum valetudinariis arbitrio tuo eligentis, & ad menſam tuam invitandis, quibuſvis carnibus ad ſalutem tuam conferentibus (exceptis carnibus actu Parliamenti Anno quinto Regni nuper ſereniſſimæ Dominæ noſtræ *Elizabetha* Reginæ in ea parte edito & proviſo, nominatim prohibitis) juxta tenorem & effectum dicti Statuti, & non aliter, neque alio modo, cum debita gratiarum actione quibuſvis diebus & temporibus publice vetitis, integra conſcientia, durante hoc tempore Quadrageſimali tantum veſci poſſis. Proviſo ſemper quod ſobrie id & frugaliter, caute item, juxta edicta & ordinationes Regia auctoritate ſtabilit. & ad evitandum publicum ſcandalum quoad ejus fieri poſſit, tecte non palam facias, nec ad dies tum valetudinis tuæ cauſa tibi permiſſum, alios convivas, aliter quam ſuperius eſt expreſſum, admittas Proviſo etiam quod tales & tantas pecuniarum ſummas Ciſtæ pauperum Parochiæ intra quam habitas quales & quantæ in Statuto in ea parte edito exprimuntur, conferes & numerabis, juxta tenorem dicti Statuti. Quodque omnia & ſingula alia perimplebis & obſervabis quæ in dicto Statuto continentur. In cujus rei in teſtimonium, &c.

A Qualification for a Chaplain.

OMnibus Chriſti fidelibus, ad quos hoc preſens ſcriptum pervenerit, *A. B.* Salutem in Domino Noveritis me præfatum *A. B.* recepiſſe & admiſiſſe dilectum mihi in Chriſto Clericum ob ejus vitæ & morum integritatem, ſanamque doctrinam, ac alia virtutum merita quibus eam Deus optimus maximus inſignivit, in Capellanum meum domeſticum & familiarem. Ipſumque in numerum Capellanorum meorum domeſticorum, ad effectualiter conſequendum omnia & ſingula privilegia, gratias, libertates, & provenientias Capellanorum Epiſcoporum, Procerum, & Baronum, hujus Regni *Anglia*, per Statutum Parlamenti ejuſdem Regni indult. & conceſs. aggregaſſe. Quocirca hoc univerſitati veſtræ atteſtatum & declaratum eſſe volumus per præſentes. In cujus rei teſtimonium ſigillum meum ad arma præſentibus apposui. Dat.

A Sequeſtration of the Fruits and Profits of a Church, during the vacancy thereof.

GIuſtr Dilect nobis in Chriſto *A. B.* & *C. D.* Gardianis moderEccleſiæ Parochialis de *E.* in Comitatu & Dioceſi Salutem & gratiam. Cum uti ex fide digna relatione accepimus eccleſiam de *E.* prædict. per mortem naturalem Clerici ultimi incumbentis in eadem, jam vacua exiſtit & Rectore idoneo deſtituta, Cujus prætextu dicta Eccleſia Parochialis de *E.* in divinis officiis & aliis requiſitis penitus inofficiat. exiſtit, prout etiam de veriſimili erit in futurum, niſi de celeri remedio in hac parte congrue provideatur. Nos igitur volentes præmiſſa conniventibus oculis præterire, ſed eis pro officii noſtri debito, quantum in nobis eſt, ſubvenire volentes. Omnes & ſingulos fructus, decimas, redditus, proventus, obventiones, commoditates, & cetera emolumenta Eccleſiaſtica, ad dictam Eccleſiam Parochialem quomodolibet ſpectan. & pertinen. ex officio noſtro duximus ſequeſtrand. & hujuſmodi ſequeſtri noſtri cuſtodiam vobis conjunctim & diviſam committendam juſticia id exigente, prout etiam ſic ſequeſtramus & vobis conjunctim & diviſim committimus per præſentes. Ad publicandum igitur hujuſmodi Sequeſtrationem noſtram, ſic per nos interpoſitam, omnibus & ſingulis quorum intereſt in hac parte; Necnon ad colligendum, levandum, & recipiend. omnes & ſingulos fructus, decimas, obventiones, commoditates, & cætera emolumenta Eccleſiaſtica, quæcunque ad dictam Eccleſiam Parochialem de *E.* quoquo modo ſpectan. & pertinen. eaſque & ea ſic collect. levat. & precept. ſub ſalvo & tuto Sequeſtro cuſtodiend. & conſervand. ac quæ temporis mora de veriſimili futura ſunt deteriora juſto pretio alienand. & venditioni exponend. atque de collectis, levatis, & preceptis hujuſmodi Curæ dictæ Eccleſiæ Parochialis de *E.* in divinis officiis & aliis requiſitis debite deſerviri, ac omnia onera eidem Eccleſiæ incumbentia ſupportari faciendum & cauſandum, ac de reſiduo ſic collecto, levato, & precepto fidele Computum ſive rationicinium, cum ad hoc congrue fuerint requiſiti, juſte reddendum & faciendum. Cæteraque omnia & ſingula alia faciend. gerend. & expediend. quæ in hac parte de jure neceſſaria fuerint, ſeu quomodolibet opportuna, Vobis conjunctim & diviſim vices & auctoritatem noſtras committimus per præſentes, tantiſper duraturas quoad eas duxerimus relaxandas. In cujus rei teſtimonium.

A Citation of a Clerk in a Benefice or Perſonage.

G. Dilecto nobis in Chriſto *A. B.* Clerico Salutem & gratiam. Ad Rectoriam de in Comitatu & Dioceſi per mortem naturalem *C. D.* Clerici ultimi incumbentis in eadem, jam legitime vacantem; Ad quam per verum & indubitatum ut dicitur Patronum ejuſdem, Nobis præſentatus exiſtis. Te primitus non ſolum de agnoſcendo regiam ſupremam poteſtatem & auctoritatem in cauſis Eccleſiaſticis & temporalibus, Ac de renuntiando, refutando, & recuſando omni & omnimodæ juriſdictioni, poteſtati, auctoritati, & ſuperioritati forancæ; Ac de fidelitate & allegiantia eidem Regiæ Majeſtati præſtanda, juxta vim, formam, & effectum Statuti Parlamenti hujus inclyti Regni *Anglia* in ea parte editi & proviſi; Nec non de legitima & Canonica obedientia nobis, & Ordinario loci pro tempore exiſtenti, in omnibus licitis & honeſtis mandatis per te præſtanda & exhibenda: Verumetiam quod nulla Simoniaca conventione ſeu pravitate intervenerien. te ad dictam Rectoriam de promoveri procuraſti, ſeu te ſciente vel aſſentiente alius quiſpiam procuravit, juxta Canonum in ea parte editum & proviſum. Ad Sancta Dei Evangelia rite juratum, Nec non articulis de quibus in Synodo *London.* communi conſenſu Archiepiſcoporum, Epiſcoporum, & Cleri utriuſque Provinciæ *Cantuarienſis* & *Eboracenſis* conſenſum eſt, Anno Domini, juxta ſtilum Eccleſiæ Anglicanæ, Milleſimo, Quingenteſimo, Sexageſimo ſecundo; Nec non tribus articulis in Canonibus Eccleſiaſticis, Anno Domini, Milleſimo, Sexcenteſimo quarto editis, & in triceſimo ſexto Canone eorundem deſcriptis, manu ſua propria coram nobis ſubſcribentem, admittimus: Teque Rectorem ejudem, ac in & de eadem, cum ſuis juribus, membris, & pertinentiis univerſis inſtituimus Canonice, & inveſtimus Curam & regimen animarum Parochianorum ibidem tibi in Domino committentes, prout committimus per præſentes. Juribus noſtris Epiſcopalibus & Eccleſiæ noſtræ Cathedralis dignitate & honore in omnibus ſemper ſalvis. In cujus rei teſtimonium Sigillum noſtrum Epiſcopale præſentibus appoſuimus. Dat.

Letters Teſtimonial, upon the Inſtitution.

UNiverſis & ſingulis Chriſti fidelibus præſentes literas noſtras teſtimoniales viſuris, lecturis, & audituris, aut quos infra ſcripta tangunt ſeu tangere poterint, quomodolibet in futurum, *G.* Salutem in domino ſempiternam ac fidem indubiam præſentibus adhiberi. Ad univerſitatis veſtræ deducimus & deduci volumus per præſentes, Quod die dat. præſentium conſtitutus perſonaliter coram nobis *A. B.* Clericus ad Rectoriam de in Comitatu & Dioceſi præſentatus

Articulis

Articulis de quibus in Synodo *Londinenſi* communi aſſenſu Archiepiſcoporum, Epiſcoporum, & Cleri utriuſque Provinciæ Cantuarienſis & Eboracenſis conſenſum eſt, Anno Domini, juxta ſtilum Eccleſiæ Anglicanæ, 1562. Necnon tribus articulis in Canonibus Eccleſiaſtic. 1. Anno Dom. 1604. editis & in 36 Canone eorundem deſcriptis, manu ſua propria in præſentia noſtra ante admiſſionem ſuam ad dictam Rectoriam reſpective ſubſcripſit. Ac Poſtea juramentum de Canonica obedientia Nobis & ſucceſſoribus noſtris pro tempore exiſtentibus in omnibus licitis & honeſtis præſtanda & exhibenda. Necnon juramentum de Simonia per eum non commiſſa, ſive perpetrata, pro vel de procuratione ejuſdem Rectoriæ ad Sancta Dei Evangelia per eum corporaliter tacta & oſculata, coram nobis præſtitit ac ſubivit, juxta Canonem in ea parte editum. In quorum omnium & ſingulorum præmiſſorum fidem & teſtimonium, præſentes literas noſtras teſtimoniales ſibi exinde fieri, & ſigilli noſtri appoſitione muniri fecimus. Dat.

The Condition of a Bond, wherein the Clerk, at his Inſtitution, is bound to the Biſhop.

Noverint, &c. Me A.B. *Clericum* *teneri & firmiter obligari Reverendo Chriſto Patri & Domino* *Epiſcopo, &c.*

THE Condition of this Obligation is ſuch, That whereas the within named Reverend Father in God Lord Biſhop of hath at the preſentation of admitted and inſtituted the within bounden *A.B.* in and to the Pariſh-Church of in the County of and Dioceſs of If therefore he the ſaid *A.B.* his Heirs, Executors, and Adminiſtrators, do and ſhall at all times hereafter, and from time to time, defend, ſave, and keep harmleſs the ſaid Lord Biſhop of his Officers, Miniſters, and every of them, from all manner of perſons whatſoever, having, or pretending to have, any Right, Title or Intereſt, in or to the ſaid Rectory, or Pariſh-Church of aforeſaid, or in the Patronage thereof, for this preſent Vacation. And moreover, if hereafter it ſhall happen, any perſon or perſons, other then the ſaid alleadged Patron, to have any Right, Title, or Intereſt, in or to the ſaid Rectory or Pariſh Church, or Patronage thereof, for this preſent Vacation, for or by reaſon of any Advowſon, Gift, Grant, or by any other lawful means whatſoever in ſuch ſort that the Patronage thereof ſhall be evicted by order of the Laws of this Realm: That then, and in ſuch caſe, the ſaid *A. B.* Clerk ſhall immediately, after lawful requeſt to him in that behalf to be made, quietly reſign the ſaid Rectory or pariſh-Church of into the hands of the Ordinary for the time being; That then this preſent Obligation to be void and of none effect; or elſe to ſtand and remain in full force and virtue.

A

A Mandate for Induction.

G. Archidiacono, ſive Officiali, eove abſente, ſeu ſilente vel negligente, univerſis & ſingulis Rectoribus, Vicariis, Capellanis, Clericis, & Miniſtris quibuſcunq; per Dioceſim noſtram ubiliber conſtituris, Salutem. Cum nos Dilectum nobis in Chriſto *A. B.* Clericum, Ad Rectoriam Eccleſiæ Parochial. de in Com. & Dioceſ. per mortem naturalem ultimi incumbentis ibidem, dudum ut dicitur vacantem, ad quam per Patronum ejuſdem nobis præſentatus extitit, admiſerimus, Ipſumq; Rectorem ejuſdem, ac in & de eadem, obſervatis de jure legibus & Canonibus in ea requiſitis & obſervandis, viſtituerimus canonice, & inveſtiverimus cum ſuis viribus & pertinentiis univerſis. Vobis igitur conjunctim & diviſim committimus, ac firmiter injungendo Mandamus, quatenus eundem *A. B.* Clericum, ſeu Procuratorem ſuum legitimum, ejus nomine, & pro eo, in realem, actualem, & corporalem poſſeſſionem ipſius Rectoriæ & Eccleſiæ Parochialis de prædict. jurium; & pertinentium ſuorum univerſorum inducatis, indoce faciatis, & inductum defendatis. Et quid in præmiſſis feceritis, Nos, aut Vicarium noſtrum ſpiritualibus generalem, & Officialem principalem, aut alium Judicem, in hac parte competentem, quemcunq; debite certificetis, cum ad hoc congrue fueritis requiſiti, ſeu ſic certificet ille veſtrum, qui præſens hoc noſtrum Mandatum fuerit executus. Dat. ſub ſigillo noſtro &c.

A Reſignation of a Parſonage.

IN Dei nomine Amen, Coram vobis Notario publico, publicaq; & authentica perſona, ac teſtibus fide dignis hic præſentibus; Ego *A. B.* Rector & incumbens Eccleſiæ Parochialis de in Com. & Dioceſi Volens & affectans ex certis cauſis & conſiderationibus meis, juſtis & legitimis me in hac parte ſpecialiter moventibus, ab onere, cura & regimine dictæ meæ Rectoriæ de & pertinentiis ejuſdem exui penitus & exonerari. Eandem Rectoriam meam & Eccleſiam Parochialem prædictam, una cum ſuis juribus, membris, & pertinentiis univerſis in manus Reverendi Patris permiſſione Divina Epiſcopi loci illius Ordinarii & Dioceſani, ejuſve Vicarii in Spiritualibus generalis, ſeu alterius cujuſcunque, hanc meam reſignationem admittend. poteſtatem habentis vel habituri, non vi vel metu coactus, nec dolo malo ad id inductus, nec aliqua ſiniſtra machinatione circumventus, ſed ex certa ſcientia, animo deliberato, & ſponranea voluntate mea pure, ſimpliciter & abſolute reſigno, ac re & verbo vacuam dimitto; Jure, quoque titulo & poſſeſſioni meis in eadem Rectoria ſive Eccleſia parochiali una cum ſuis juribus, membris, & pertinentiis univerſis prædictis, & hujusmodi competentibus, omnibus & ſingulis renuntio, eiſdemq; cedo, & eiſdem recedo totaliter & expreſſe in his ſcriptis.

Latter

Letters of Orders.

TEnore præſentium Nos permiſſione divina Epiſcopus Notum facimus univerſis, Quod die dominico, viz. die menſis Anno Domini In Eccleſia de Nos Epiſcopus antedictus ſacros Ordines Dei Omnipotentis præſidio publice celebrantes, dilectum nobis in Chriſto *A. B.* de vita ſua laudabili & morum & virtutum donis nobis in hac parte multifariam commendatum, atque in ſacrarum literarum doctrina & ſcientia ſufficienter eruditum, ac per nos approbatum, ad ſacrum Diaconatus ordinem primo, & deinde eadem die in loco prædicto ad ſacrum Presbyteratus ordinem, vigore & auctoritate cujuſdam diſpenſationis ſibi ea parte factæ & commiſſæ, juxta morem & ritum Eccleſiæ Anglicanæ in hac parte pie & ſalubriter editum & ordinatum; admiſimus & promovebamus ipſumq; in Diaconum & ſucceſſive in Presbyterum rite & legitime tunc & eidem ordinavimus. In cujus rei teſtimonium Sigillum noſtrum Epiſcopale præſentibus appoſuimus. Dat. die, menſe, Anno & loco ſupradictis.

The Form of a Licenſe for Marriage.

G Providentia divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus. Dilectis nobis in Chriſto *D.C.* parochiæ de *B.* filio naturali & legitimo *J.C.* parochiæ de *J.* generoſo, & *N.O.* puellæ filiæ naturali & legitimæ *B.O.* parochiæ de *M.* noſtræ Cantuarienſis provinciæ, Salutem. Cum vos (uti aſſeritur) ad ſolemnizationem matrimonii veri & legitimi de expreſſo conſenſu & aſſenſu parentum & gubernatorum veſtrorum, ac utriuſq; veſtrum, procedere decreveritis: Illudq; in facie Eccleſiæ cum ea qua fieri poterit matura celeritate ſolemnizari facere & obtinere magnopere deſideretis; Nos volentes ut honeſta hæc veſtra deſideria debitum celerius conſequantur effectum: ut igitur matrimonium hujuſmodi in Eccleſia de *F.* (examinando Eccleſiam alterius contrahentium vel patrum aut gubernatorum ſuorum) per Rectorem, Vicarium ſeu Curatum ejuſdem Eccleſiæ Bannis matrimonialibus unica vice tempore ſolemnizationis ejuſdem matrimonii (uti moris eſt) publice editis libere & licite ſolemnizari facere & obtinere poſſitis & valeatis, poſt cautionem fide juſſoriam ſufficientem ex parte veſtra interpoſitam, juxta Conſtitutiones auctoritate Regia editas, dummodo vobis ratione conſanguinitatis affinitatis, precontractus vel alterius cauſæ cujuſcunq; de jure prohibitæ nullum legitimum in ea parte obſtiterit impedimentum, nec ulla lis, controverſia ſeu querela mota ſit vel pendeat coram aliquo Judice Eccleſiaſtico vel civili de matrimonio aliquo contracto vel allegato cum alterutro veſtrum, & Miniſtro Eccleſiæ prædictæ prius conſtiterit vos ad hujuſmodi Matrimonii celebra-

lebrationem accedere, de & cum expreſſo conſenſu parentum, vel gubernatorum veſtrorum, ac modo Matrimonii hujuſmodi celebratio publice in Eccleſia de *F.* prædict. fiat inter horas octavam & duodecimam antemeridianas. Abſque tamen præjudicio Miniſtri Eccleſiæ de *M.* ubi dicta *N.O.* parochiana exiſtit Licentiam & facultatem tam Vobis contrahentibus, quam Rectori, Vicario, aut Curato Eccleſiæ prædict. deſignatæ Matrimonium hujuſmodi inter vos ſolemnizandi ſub modo & forma ſuperius ſpecificatis, juxta ritus Libri publicarum precum auctoritate Parliamenti in ea parte editi & ſtabiliti. Necnon omnibus aliis Chriſti fidelibus eidem ſolemnizationi intereſſendi ex certis cauſis legitimis & rationalibus per nos approbatis quatenus in nobis eſt, & Jura Regni patiuntur in hac parte, benigne concedimus & impertimur per præſentes. Eo ſemper, quod ſi alteruter veſtrum clarioris, aut illuſtrioris conditionis ſit, quam nobis ſuggeſtum eſt & quem ex cognomine & additamento in his literis inſertis colligi facile poteſt, aut ſi aliqua fraus in poſterum appareat vel falſitatis nobis ſuggeſtæ, vel ſubpreſſæ veritatis tempore hujus Licentiæ obtentæ, tunc hæc Licentia noſtra irrita ſit ad omnem Juris effectum, ac ſi omnino conceſſa non fuiſſet. Et eo caſu inhibemus quibuſvis Miniſtris (modo præmiſſorum aliquid eis innotuerit) ne ad ſolemnizationem dicti Matrimonii procedant, niſi nobis aut vicario noſtro in ſpiritualibus generali prius conſulatis. In cujus rei teſtimonium, &c.

Si utraque pars contrahens in viduitate exiſtens ad ſecundas nuptias convolare facultatem petat, tunc omnes Clauſulæ patentum conſenſum requirentes omitti poſſunt, ſed Parochiæ utriuſque contrahentis in Licentia exprimendæ ſunt ac Parochia ubi Matrimonium celebrabitur deſignanda.

The Form of the Bond.

NOverint univerſi per præſentes nos, teneri & firmiter Obligari Reverendiſſimo in Chriſto Patri ac Domino, &c. in ducentis libris legalis monetæ Angliæ, &c. Ad quam quidem ſolutionem obligamus nos & utrumque noſtrum, &c. Sigillis noſtris ſigillat. Dat. &c.

THe Condition of this Obligation is ſuch, That if hereafter there ſhall not appear any lawful let or impediment, by reaſon of any Præ Contract, Conſanguinity, Affinity, or any other lawful means whatſoever, but that [*they are named the parties to be married together*] may lawfully ſolemnize Marriage together, and in the ſame afterwards lawfully remain and continue like Man and Wife, according to the Laws in that behalf provided. And moreover, if there be not at this preſent time any Action, Suit, Plaint, Quarrel or Demand, moved or depending before any Judge Eccleſiaſtical or Temporal, for or concerning any ſuch lawful Impediment between the ſaid Parties: Nor that either of them be of any better Eſtate or Degree, than to the Judge, at the granting of the Licenſe, is ſuggeſted: Nor that the ſame Marriage be celebrated, without the conſent of their reſpective Parents, Tutors, or Governours.

Laſtly,

Laſtly, If the ſame Marriage ſhall be openly ſolemnized in the Church, in the License ſpecified, between the hours appointed, in the Conſtitutions Eccleſiaſtical confirmed, and according to the Form of the Book of Common-Prayer, now by Law eſtabliſhed; That then this Obligation to be void, and of none effect; Or elſe to ſtand in full force and vertue.

The Form of a Probate for a Will, in the Prerogative Court.

TEnore præſentium, nos *G.* Providentia Divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus: Notum facimus univerſis, Quod die menſis Anno Domini apud *London*, coram venerabili viro legum Doctore, Curiæ noſtræ Prerogativæ Cantuarienſis Magiſtro, Cuſtode ſive Commiſſario legitime conſtituto, Probatum, approbatum & inſinuatum fuit Teſtamentum nuper Parochiæ de in Com. & Dioceſeos noſtræq; Cantuarienſis Provinciæ, defuncti, præſentibus annexum, habentis dum vixit & mortis ſuæ tempore bona, jura ſive Credita in diverſis Dioceſibus ſive Juriſdictionibus intra Provinciam noſtram Cantuarienſem. Cujus obtentu ipſius Teſtamenti approbatio & inſinuatio, adminiſtrationiſque omnium & ſingulorum bonorum, jurium & Creditorum antedicti defuncti commiſſio. Necnon Computi, calculi ſive ratiocinii adminiſtrationis hujuſmodi additio finaliſque liberatio ſive dimiſſio ab eadem ad nos ſolum & in ſolidum, & non ad alium nobis inferiorem Judicem, notorie dinoſcuntur pertinere. Et commiſſa fuit adminiſtratio omnium et ſingulorum bonorum, jurium et Creditorum, dictum defunctum et ejus Teſtamentum qualitercunque concernentium Executori in hujuſmodi Teſtamento nominato primitus de bene et fideliter adminiſtrando eadem, ac de pleno et fideli Inventario omnium et ſingulorum bonorum, jurium et Creditorum dicti defuncti conficiendo, et illud in Curia Prærogativæ noſtræ Cantuarienſis ſecundo die poſt feſtum proxime futurum exhibendo. Necnon de plano et vero Computo, Calculo ſive ratiocinio inde reddendo ad ſancta Dei Evangelia jurato. Dat. die, menſe, Anno Domini et loco ſupradictis. Et noſtræ tranſlationis anno.

The Form of an Adminiſtration.

G Providentia Divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas et Metropolitanus, dilectæ nobis in Chriſto *A. B.* relictæ *R. B.* nuper de in Comitatu et Dioceſi noſtræque Cantuarienſis Provinciæ defuncti. Cum idem *R.* ſic ut præmittitur defunctus, habens dum vixit & mortis ſuæ tempore bona, jura ſive Credita

in diverſis Diocefibus ſive Juriſdictionibus jam nuper ab inteſtato deceſſerit, Cujus prætextu omnium & ſingulorum bonorum, jurium & Creditorum dicti defuncti plenaria diſpoſitio, adminiſtrationiſque doruntem commiſſio, Necnon Computi, Calculi ſive ratiocinii adminiſtrationis hujuſmodi auditio finaliſque liberatio ſive dimiſſio ab eadem, ad nos ſolum & in ſolidum & non ad alium nobis inferiorem Judicem notorie dignoſcuntur pertinere. Nos affectantes ut bona, jura & Credita dicti defuncti bene et fideliter adminiſtrentur, ac in pios uſus convertantur et diſponantur, Ad adminiſtrandum igitur bona, jura et Credita dicti defuncti ac bene et fideliter diſponendum de iiſdem; Necnon Credita quæcunque dicti defuncti petendum, colligendum, levandum et exigendum quæ ad eundem defunctum dum vixit et mortis ſuæ tempore pertinuerunt, ac de ſolvendo æs alienum in quo dictus defunctus hujuſmodi mortis ſuæ tempore extitit obligatus, quatenus bona, jura et Credita ſua hujuſmodi ad hos extendant juxta ratam eorundem, tibi, de cujus fidelitate in hac parte confidimus, primitus de bene et fideliter adminiſtrando eadem, ac de pleno et fideli Inventario omnium et ſingulorum bonorum, jurium, et Creditorum hujuſmodi conficiendo. Et illud in Curiam Prerogativæ noſtræ Cantuarienſis ſecundo die poſt feſtum proximo futurum exhibendo; Necnon de plano et vero Computo, Calculo ſive ratiocinio ſecundo die poſt feſtum reddendo, ad ſancta Dei Evangelia rite et legitime jurato, Plenam tenore præſentium committimus poteſtatem, Teque adminiſtratricem omnium et ſingulorum bonorum, jurium, et Creditorum hujuſmodi ordinamus, deputamus et conſtituimus per præſentes. In cujus rei teſtimonium Sigillum Curiæ noſtræ Prorogativæ Cantuarienſis præſentibus apponi fecimus. Dat.

The Form of a Quietus eſt.

NOverint univerſi per præſentes, Quod nos *G.* providentia divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas et Metropolitanus: Quia invenimus *A.B.* Adminiſtratorem omnium et ſingulorum bonorum, jurium, et Creditorum *R.W.* nuper de in Comitatu et dioceſi noſtræque Cantuarienſis provinciæ, defuncti habentis dum vixit, et mortis ſuæ tempore, bona, jura, ſiue Credita in diverſis dioceſibus, ſive Juriſdictionibus: Bona jura, et credita dicti defuncti, quæ ad manus et poſſeſſionem ſuas pervenerunt, bene et fideliter adminiſtraſſe; Necnon Computum, Calculum ſive ratiocinium, per eum habitæ et factæ, preſentibus annexum, juxta vires Inventarii eorundem, per eum in hanc Curiam exhibiti, et penes Regiſtrum hujus Curiæ remanentis, bene et fideliter etiam reddidiſſe. Dictum igitur Adminiſtratorem ab omni ulteriori Computo, Calculo, ſive ratiocinio in hac parte utcunque reddendo, quatenus noſtrum concernit officium, dummodo de dolo vel fraude min me convinci poterit, abſolvimus, et ſalvo jure cujuſcunque finaliter demittimus, per preſentes. In cujus rei teſtimonium Sigillum Curiæ noſtræ Prerogativæ Cantuarienſis, quo in hac parte utimur, præſentibus apponi fecimus. Dat. London.

The

The Grant of an Advowſon of a Benefice.

OMnibus Chriſti fidelibus, ad quos præſens Scriptum pervenerit, *J. B.* de verus & indubitatus Patronus Rectoriæ & Eccleſiæ Parochialis de in Comitatu & Dioceſi, Salutem in Domino. Noveritis me præfatum *J. B.* pro diverſis bonis & rationalibus cauſis & conſiderationibus, me animum meum in hac parte ſpecialiter moventibus, dediſſe, conceſſiſſe & confirmaſſe, & per præſentes pro me Hæredibus, Executoribus, & Adminiſtratoribus meis, Dare, concedere, & confirmare *T. P.* de Executoribus, Adminiſtratoribus & Aſſignatis ſuis, primam & proximam advocationem, nominationem, præſentationem, liberam diſpoſitionem, & ejus Patronatus ejuſdem Rectoriæ & Eccleſiæ Parochialis de prædicta. Habendum, tenendum, & gaudendum præfatam primam & proximam advocationem, nominationem, præſentationem, liberam præſentationem, & jus Patronatus ejuſdem Rectoriæ & Eccleſiæ Parochialis de prædictæ, eidem *T. P.* Executoribus, Adminiſtratoribus, & Aſſignatis ſuis, pro unica prima & proxima vacationis vice tantum, poſt datam præſentium: Ita quod quandocunq; & qualitercunq; per mortem, reſignationem, ceſſionem, dimiſſionem, renunciationem, permutationem, amotionem, privationem, ſive alio quocunque modo, Eccleſiam hujuſmodi vacare contigerit, proximo, ut præfertur, poſt datam præſentium, bene liceat & licebit eidem *T. P.* Executoribus, Adminiſtratoribus, vel Aſſignatibus ſuis pro hac unica prima & proxima vacationis vice tantum, ad dictam Eccleſiam parochialem, cum ſuis juribus, membris, & pertinentiis univerſis, quamcunq; perſonam habilem & idoneam loci illius Ordinario & Dioceſano, vel alii Judici in ea parte competenti cuicunque, nominare & præſentare, abſq; obſtaculo, contradictione, & impedimento mei *J. B.* prædicti, hæredum, Executorum, vel Adminiſtratorum meorum. Cæteraq; omnia & ſingula faciend. & exercend. in ea parte quæ neceſſaria fuerint, ſeu quomodolibet opportuna, adeo plene, quiete, pacifice, libere & effectualiter, quatenus ad nos patronatus *J. P.* Hæredes, Executores, & Adminiſtratores mei potuiſſemus, ſi hæc præſens mea conceſſio facta non fuiſſet. Ita quod poſt primam nominationem, donationem, & præſentationem hujuſmodi, libera diſpoſitio, & jus Patronatus præd. ad me & hæredes meos extunc remaneat & revertatur, atque præſens Scriptum pro nullo habeatur. In cujus rei teſtimonium, &c.

A Preſentation.

REverendo in Chriſto Patri & Domino, Domino *J.* permiſſione Divina *L.* Epiſcopo, veſtrove in ſpiritualibus generali, aut alii cuicunq; hanc meam præſentationem habenti, vel habituro, *A. B.* de verus & indu-

bitatus Patronus *R.* ſive Eccleſiæ parochialis de in Comitatu veſtræ Dioceſeos, omnimodum reverentiam & obedientiam tanto Reverendo Patri debitam & condignam. Ad dictam *R.* ſive Eccleſiam parochialem de predict. per mortem naturalem *C.D.* Clerici, ultimi Incumbentis in eadem, jam legitime vacantem, & ad meam preſentationem pleno jure ſpectantem, dilectum mihi in Chriſto *E. F.* Clericum veſtræ Reverendi paternitatis harum ſerie præſento, Humiliter rogans quatenus eandem *E. F.* ad dictam *R.* ſive Eccleſiam parochialem admittere, Ipſumq; Rectorem ejuſdem ac in & de eadem inſtituere Canonice, & inveſtire, cum ſuis juribus, membris, & pertinentiis univerſis; Cæteraq; omnia & ſingula alia peragere & perimplere quæ veſtro in hac parte incumbunt officio Paſtorali veluti cum favore & effectu. In cujus rei teſtimonium Sigillum meum ad arma præſentibus appoſui. Dat.

A Collation of a Prebend.

A Permiſſione Divina *L.* Epiſcopus, Dilecto nobis in Chriſto *B.C.* Clerico Salutem & gratiam. Prebendam ſive Canonicatum de *D.* in Eccleſia noſtra Cathedrali de *L.* fundatam per mortem naturalem ultimi Prebendarii ejuſdem jam vacantem, & ad noſtram Collationem, Donationem, liberamq; diſpoſitionem jure Epiſcopatus noſtri predicti ſpectantem; Tibi præfato *B.C.* primitus non ſolum de agnoſcendo ſupremam Regiam poteſtatem in cauſis Eccleſiaſticis & temporalibus, ac de renuntiando omni & omnimodæ Juriſdictioni, authoritati, & ſuperioritati foraneis, juxta vim, formam, & effectum Statuti in ea parte edit. & proviſi; Necnon de legitima & Canonica obedientia nobis, & ſucceſſoribus noſtris, in omnibus licitis & honeſtis Mandatis, per te præſtanda & exhibenda, juxta conſtitutiones in ea parte edit. & proviſas, ac de obſervando Statuta & ordinationes, ac laudabiles conſuetudines Dictæ Eccleſiæ Cathedralis, quatenus ſe ratione Dictæ Prebendæ ſive Canonicatus concernunt, ad ſanctæ Dei Evangelia rite & legitime jurato, conferimus. Teque ad & in eandem Prebendam ſive Canonicatum per præſentes inſtituimus legitime, & Canonice inveſtimus cum ſuis juribus, membris, & pertinentiis univerſis: Stallumq; in choro Eccleſiæ Cathedralis prædictæ ad eandem ſpectans & pertinens, ac eidem hactenus aſſignari ſolitum & conſuetum, vocemque in Capitulo tibi harum ſerie limitamus & aſſignamus, Juribus noſtris Epiſcopalibus & Eccleſiæ noſtræ Cathedralis prædictæ conſuetudinibus, Dignitate, & honore in omnibus ſemper ſalvis & reſervatis. In cujus rei teſtimonium, &c.

An antient Reſignation with the Notaries Mark.

VEnerabilibus & diſcretis viris, Decano & Capitulo Eccleſiæ Sancti Pauli London. ſuus humilis & devotus *J. de E.* perpetuus vicarius Eccleſiæ Sancti Egidij extra Cripplegate London. Obedientiam reverentiam & honorem a cura, & onere vicariæ meæ predict. cupiens exonerari eandem vicariam, cum omnibus ſuis juribus & pertinentiis univerſis in veſtras manus reverendas, pure, ſponte, ſimpliciter & abſolute reſigno, omniq; juri mihi in ea, ac ad eam qualitercunq; competenti renuncio per preſentes; In cujus rei teſtimonium, preſentes literas per Johannem de *S.* notarium publicum infra ſcriptum ſcribi & publicari mandamus, meiq; ſigilli ſeri munimine roborari. Sig. & dat. apud London. in Capitulo Eccleſiæ ſancti Pauli ſcilicet Anno Domini 1325. Indictione octava Pontificatus ſanctiſſimi, patris & Domini noſtri Domini Johannis divina providentia Papæ xxii. Anno nono menſis Aprilis die xxi. Preſentibus Magiſtro Johanne de Shordich, Doctore juris civilis, Domino Thoma de Clare, Rectore Eccleſiæ de Alyngton Roff dioceſ. Walſero, de Welton, & Johanne Henrici de Slymdon Clericis & aliis Teſtibus ad premiſſa vocatis ſpecialiter & rogatis.



Ego Johannes de Slymdona Coventr. & Liab. Dioceſ. publicus Apoſtolica authoritate Notarius ſupra ſcripts. Reſignationi & renunciationi ac dicti ſigilli appoſitioni per dictum Dominum Johannem ut premittitur, factis ſingulisque permiſſis una cum teſtibus ſuperius, Annotat. Anno Indictione Pontificatus menſe die & loco ſupra ſcriptis preſens interfui, eaq; omnia & ſingula de mandato ejuſdem Domini Johannis, ſcipſi & in hanc publicam formam redegi, meoq; ſigno conſueto ſignavi rogat. in teſtimonium omnium premiſſorum.

FEOFMENTS.

A Feoffment towards the performance of the Covenant of further assurance in an Indenture of Bargain and Sale, with a Letter of Attorney in the same to deliver Seisin.

Short recital of the Covenant.

THis *Indenture* Tripartite, made the &c. between *T. L.* of the first part *J. P.* of the 2d. part, and *J. H* of the 3d. part, *Witnesseth*, That the said *T. L.* towards the performance of the Covenant of further Assurance, contained, specified, and declared, in one Indenture of Bargain and Sale, of the Lands, Tenements, & Hereditaments, herein after mentioned, bearing date &c. and made between the said *T. L.* of the one party, and the said *J. P.* of the other party; And for divers other good causes and considerations him the said *T. L.* thereunto especially moving, Hath granted, aliened, enfeoffed and confirmed, and by these presents doth grant alien, enfeoff, and confirm unto the said *J. P.* his Heirs and Assigns for ever, all that Close &c. And the Reversion and Reversions, Remainder and Remainders, of all and singular the said &c before granted, aliened, enfeoffed, or confirmed, or hereby meant, mentioned, or intended to be hereby granted, aliened, enfeoffed and confirmed Premisses, and every part and parcel thereof. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *T. L* of, in, and to the same, and of, in, and to every part and parcel thereof: And also all Woods, Under-woods and Trees now growing, standing, or being, or which at any time hereafter shall stand, grow, or be upon the same Premisses, or any part or parcel thereof, *To have and to hold* the said Closes, &c. and all and singular the Premisses hereby granted, aliened, enfeoffed, and confirmed Premisses, and every part and parcel thereof, with their and every of their Appurtenances, unto him the said *J. P.* his Heirs and Assigns for ever, to the only and proper use of the said *J. P.* his Heirs and Assigns for ever: And for no other use, intent or purpose whatsoever. And, the said *T. L.* for him and his Heirs, the said Closes, &c. and all and singular other the Premisses hereby granted or mentioned, or intended to be hereby granted, aliened, enfeoffed, and confirmed, with their and every of their Appurtenances, unto the said *J. P.* and his Heirs, unto the use of the said *J. P.* his Heirs and Assigns, against him the said *T. L.* and his Heirs, shall and will

Grant.

Habend.

Warranty.

for

for ever warrant and defend by theſe preſents: And to the end, intent and purpoſe, that the Eſtate in and by this preſent Indenture granted, may be fully executed, according to the true intent and meaning of theſe Preſents; The ſaid *T. L.* hath nominated, conſtituted, ordained, & appointed, and in his place and ſtead put, and by theſe Preſents doth nominate, conſtitute, ordain, appoint, and in his place and ſtead put, the ſaid *J. H.* his true and lawful Attorney, and by theſe preſents doth give and grant unto the ſaid *J. H.* his ſaid Attorney, full power and Authority for him, and in his name and ſtead, into all and ſingular the ſaid Cloſes, *&c.* and Premiſſes herein before meant, mentioned, or intended to be hereby aliened, enfeoffed, and confirmed, and into every, or any part or parcel thereof, in the name of the whole, to enter, and quiet and peaceable poſſeſſion and Seiſin thereof, or of any part or parcel thereof, in the name of the whole to take and receive: And after peaceable poſſeſſion thereof had and taken as aforeſaid, to deliver quiet and peaceable poſſeſſion and Seiſin thereof, or of any part or parcel thereof, in the name of the whole to the ſaid *J. P.* his Heirs or Aſſigns, or to his or their lawful Attorney or Attorneys, ſufficiently authorized to receive and take the ſame, and him or them to leave in the quiet and peaceable poſſeſſion thereof, according to the the true intent and meaning of theſe preſents. *And* the ſaid *T. L.* doth hereby allow of, ratifie and confirm whatſoever the ſaid *J. H.* his ſaid Attorney ſhall lawfully do, or cauſe to be done, in and about the Premiſſes, by virtue of theſe preſents, to be as good, effectual and available in the Law, to all intents and purpoſes whatſoever, as if he the ſaid *T. L.* had done the ſame in his own perſon, or had been preſent at the doing thereof: *In witneſs*, &c.

Letter of Attorney to deliver Seiſin.

The Indorſement of Livery of Seiſin given by the Attorney to the Feoffee.

Memorand: *That full and peaceable poſſeſſion and Seiſin, of all and ſingular the Lands, Tenements and Hereditaments within granted, or mentioned to be granted, was had and taken by the within named* J. H. *for and in the name of the within named* T. L. *And alſo for, and in the name of the within named* T. L. *delivered by the ſaid* J. H. *unto the within named* J. P. *according to the Authority within given; To hold to him the ſaid* J. P. *his Heirs and Aſſigns, according to the form and effect within written: In the preſence of*, &c.

A

A Feoffment of Land for performance of a Will, and after to the uſe of a mans Children, with a Proviſo to defeat the Deviſe, if the Feoffor will, penned by very good Counſel.

THis Indenture, made, &c. between the Right Honourable *W.* Viſcount *H.* &c. on the one part, and the Right Honourable *A.* Lord *G.* Sir *P. C.* Kt. *T. W.* &c. on the other part, *Witneſſeth*, That the ſaid Viſcount, for and in conſideration of the Fatherly good will and affection which the Viſcount beareth towards *R.* and *W.* the two ſons of the ſaid Viſcount, and for the advancement and preferment of the ſaid *R.* and *W.* and the Heirs males of their bodies lawfully to be begotten, and for the advancement and preferment of the Heirs males of the body of the ſaid Viſcount *H.* lawfully to be begotten, and for the conſiderations hereafter in theſe preſents expreſſed, hath given, granted, enfeoffed and confirmed, and by theſe preſents doth give, &c. to the ſaid *A.* Lord *G.* &c. all thoſe his Mannors of *W. L. M. P.* and *R.* in the County of *H.* &c. and two parts of the Mannors of *N. V.* &c. in the County of *L.* with all and ſingular Liberties, Courts, Views of Frank pledge, Fines, Commodities, Franchiſes, Priviledges, Juriſdictions, Preheminences, Emoluments and Appurtenances whatſoever, to or with the ſaid Mannors, Lands, Tenements or Hereditaments, belonging, uſed or enjoyed, or in the ſame or any of them, or any part or parcel thereof, iſſuing, ariſing, happning, uſed or exerciſed; *To have and to hold*, as well all and ſingular the ſaid Mannors, Lands, Tenements and Hereditaments which were before ſpecified, to be entirely granted: As alſo the ſaid two parts of the ſaid Mannors, Lands, Tenements and Hereditaments, [whereof the two parts only are ſpecified to be granted.] And all other the Liberties, Preheminences, Franchiſes, Juriſdictions, Commodities, and other the Premiſſes whatſoever, with all and ſingular the Appurtenances thereof to the ſaid *A.* Lord *G.* &c. and their Heirs for ever, to the uſe and behoof of the ſaid Viſcount, for term of his life, without impeachment of Waſt, and after the deceaſe of the ſaid Viſcount, and during the time that the ſaid *R. D.* Son and now Heir apparant of the ſaid Viſcount, or any other, being Heir of the ſaid Viſcount, ſhall be under the age of 21. years, and until ſome Heir of the ſaid Viſcount ſhall have accompliſhed the full age of 22. years, to the uſe of the ſaid *A.* Lord *G.* &c. and the Survivor and Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, to the intent and purpoſe, that the ſaid *A.* Lord *G.* &c. and the Survivors and Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, ſhall take, perceive, levy, poſſeſs, uſe and enjoy the Rents, Iſſues, Profits, Revenews, Commodities and Emoluments, of all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, and other the Premiſſes, with the Appurtenances, and the ſame imploy during ſuch minority and minorities, as is aforeſaid, for and towards the performance, payment,

Conſideration.

Grant.

The Uſes.

ment, and ſatisfying of all the Legacies and Bequeſts of money, Annuities of Years, and Debts of the ſaid Viſcount, to be mentioned in the Teſtament and laſt Will of the ſaid Viſcount, according to the Tenor, Purport and true meaning of the ſaid Viſcount, in his ſaid Teſtament and laſt Will to be declared, and to the uſe and intent that the ſaid Feoffees, and the Survivors and Survivor of them, and their Heirs, ſhall with the Profits, Revenues, Commodities, Iſſues, and Emoluments, coming growing, and ariſing, of, and in all and ſingular the ſaid Lordſhips, &c. bellow, diſburſe, and expend from time to time, the competent and neceſſary charges in the Law, and otherwiſe, for the defence and maintenance of the poſſeſſion and Title, of all and ſingular the Premiſſes, and every or any part thereof, and for the reparations and defence of the Buildings, Edifices, Houſes and Severalls, in and upon the Premiſſes, or any part thereof, from time to time, neceſſary, meet, and competent to be ſuſtained and expended, until ſuch time as the Legacies, Debts and Bequeſts of the ſaid Viſcount, to be mentioned in his ſaid Teſtament, ſhall be performed, and until ſome Heir of the ſaid Viſcount, ſhall have accompliſhed the full age of 22. years, and after ſatisfaction of the ſaid Legacies, Debts and Annuities, and for the Surpluſage that ſhall ſurmount the ſame Debts, Legacies and Annuities, and other the charges aforeſaid ſatisfied, to the intent that the ſaid *A.* Lord *G.* &c. ſhall imploy and ſuffer the Premiſſes and Surpluſage thereof, to go, remain and come to the uſe, profit, and benefit of the Heir of the ſaid Viſcount, and after the ſaid *R. D.* being Heir of the ſaid Viſcount, or other Heir of the ſaid Viſcount, ſhall accompliſh the full age of 22. years, that then the ſaid *A.* Lord *G.* &c. and their Heirs, ſhall ſtand and be ſeized of, and in all and ſingular the ſaid Mannors, &c. to the uſe of the ſaid *R. D* and the Heirs males of his body lawfully begotten; And for default of ſuch Heir male of the body of the ſaid *R D.* lawfully begotten, to the uſe and behoof of the ſaid *W. D.* ſecond Son of the ſaid Viſcount, and the Heirs males of his body lawfully begotten: And for default of ſuch Heir male of the body of the ſaid *W. D.* lawfully begotten, to the uſe and behoof of the Heirs males of the body of the ſaid Viſcount lawfully begotten, and to be begotten, and for default of ſuch Heirs, to the uſe of the Heirs of the body of the ſaid Viſcount, and for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *R D.* for ever. Provided alwaies, and the true meaning, uſe and intent of theſe preſents is, That if the ſaid Viſcount, at any time hereafter, during his life-time, ſhall demiſe, grant, or leaſe the ſaid Mannors, &c. or any part or parcel thereof by his Deed indented under his Seal, and with ſubſcription of his name, with his own proper hand, for term of any year or years, life or lives, that then, and immediately from and after every ſuch Leaſe, Demiſe and Grant or ſuch Leaſes, Demiſes or Grants, ſo to be made by the ſaid Viſcount, the ſaid *A.* Lord *G.* &c. and their Heirs, ſhall ſtand and be ſeized, of and in the ſaid Mannors, &c. ſo to be leaſed or granted, to the uſe and behoof of the ſame Leſſees and Grantees, and every of them, and of their Executors, Adminiſtrators and Aſſigns, during the term and ſpace mentioned in the ſame ſeveral Leaſes, Grants and Demiſes ſo to be made, according to the tenor, form and effect of the ſame Leaſe, Grant, or Demiſe, Leaſes, Grants or Demiſes, ſo that the yearly Rent or Rents mentioned or reſerved by the ſaid Viſcount, in

Proviſion if the Feoffor makes Leaſes, the Feoffees to ſtand ſeized to the uſe of ſuch Leſſees.

in ſuch Leaſe, Demiſe or Grant, Leaſes, Demiſes or Grants, be yearly paid to the ſaid Viſcount, during his naturall life, and after his deceaſe, to ſuch perſon or perſons, as by the purport and true meaning of theſe preſents, ought to have the reverſion or remainder, reverſions or remainders of the Lands, Tenements, or Hereditaments ſo to be leaſed or granted, within the ſpace of 20 dayes next after reaſonable requeſt to be made for the payment thereof, And ſo that the ſame Leſſees and Grantees, their Executors, Adminiſtrators and Aſſigns, do well and truly perform the Conditions to be comprized in the ſaid Indenture, or Indentures of their ſaid ſeveral Demiſes or Grants, according to the effect and true meaning of the ſame Indenture or Indentures. *And* that the ſaid *A.* Lord *G.* &c. ſhall ſtand and be ſeized of the Reverſion or Remainder, Reverſions or Remainders, of the Mannors, Lands, Tenements, or Hereditaments, ſo to be leaſed or granted during the continuance of the ſame Leaſes or Grants, and after the determination thereof, then alſo of the ſaid Mannors, &c. ſo leaſed or granted to ſuch uſes and intents, as they the ſaid *A.* Lord *G.* &c. ſhould have, ſtand, or been thereof ſeized, by the purport and true meaning of theſe preſents, if no ſuch Leaſe or Grant had been thereof made. And that of and for ſuch Eſtate and Eſtates, in ſuch order and degree with the ſame Remainders, and in ſuch manner and form to all intents and purpoſes as they ſhould, have, ſtand, or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch Leaſe or Grant had been thereof had or made. Here a Letter of Attorney cometh into certain perſons, made for the Livery of Seiſin to the Feoffees. After followeth a *Proviſo*, that if the Viſcount by his Writing, ſigned and ſealed in the preſence of three Witneſſes, ſhall repeal, and determine, or declare to be determined, all or any the uſe aforeſaid, or of the Premiſſes, or any part thereof, that then and from thenceforth, the ſaid uſes ſo to be determined or declared to be repealed for all ſuch Lands, and the uſes thereof ſo to be declared and determined, ſhall be void and of none effect. And that then the Feoffees ſhall thereof ſtand ſeized to Viſcounts uſe and his Heirs. Then followeth a Covenant on the Viſcount his part, That if the Eſtate of the Premiſſes be not effectually conveyed from him by force of this Grant to the ſaid Feoffees, to the Uſes before ſpecified on this ſide the laſt day of *O.* now next coming, that then and from thenceforth, the Viſcount and his Heirs, and all other to be ſeized of the Premiſſes, ſo not ſufficiently conveyed, ſhall be thereof ſeized to the uſes above ſpecified, and to ſuch Uſes, and with ſuch Remainders, as the ſaid Feoffees or Survivor of them ſhould have ſtand ſeized thereof, by the purport of theſe preſents, in caſe the Eſtate thereof had been perfectly aſſured to them, or any of them, according to the true intent and meaning of theſe preſents. *In witneſs whereof*, as well the ſaid Viſcount, as the ſaid Feoffees to every part of theſe Indenture, *Tripartite*, have ſet their ſeverall Seals, &c.

The Feoffee to ſtand ſeized of the Reverſion to ſuch uſes as the ſame were appointed, if no Leaſe ſhould have been made

Power of Revocation.

If the premiſſes be not effectually conveyed before, &c. all perſons then ſeized, to be ſeized to the uſes in theſe preſents.

A Note of one of the Liveries of Seisin, with the Attornment of the Tenants of one of the Mannors.

MEmorandum, That the 15th day of *J.* in the 14th year, &c. Livery of Seisin was delivered and given by *W. W.* one of the Attorneys mentioned in the Indentures hereunto annexed, of, in and upon the Lands of the Term of *G.* parcel of the Mannor of *T.* mentioned in the said Indentures, and also of, in and upon the Mannor-house and Demesne Lands of *T.* (by the Assent of *J. P.* Lessee for years of the same saving his Term) and also of, in and upon the Copy-woods called *T.* Park, to *R. B.* one of the Feoffees contained in the said Indentures, according to the Tenor, purport and intent mentioned in the said Indentures, and for and in the name of the said Mannor of *T.* with the Appurtenances, and all other the Lands, Tenements, and Hereditaments, mentioned in the said Indentures, scituate, and being within the said County, and to the name and behalf of all the Feoffees, mentioned in the said Indentures. And the Tenants of the said Mannor, whose names are immediately under-written, being present at the same Execution, and hearing the said Indentures read, did attorn, and fully assent to the same, according to the Tenor, Purport, Intent, and Uses mentioned in the same Indentures.

A. B. } { *G. H.*
C. D. } { *I. K.*
E. F. } { *L. M.*

THE Viscount himself did make some of the other Liveries of the other Land to one of the Feoffees, in stead of the first of them, and Attornment was every where made.

A Deed of Feoffment wherein several Indentures are recited.

THis Indenture made the, &c. day of, &c. in the Year of our Soveraign Lord, &c. King of, &c. between *T. E.* of *W.* in the County of *S.* Esquire, of the one part, and *E. F.* of *W.* in the County of *L.* Clerk, and *C.* his wife of the other part: Witnesseth, That whereas it appeareth by an Indenture Tripartite, bearing date, &c. in the Reign, &c. That the honourable and loving Friends, and other the Council Learned, of the Right Honorable Ladies *A. F.* and *C.* Daughters and Co Heirs of the Right Honourable *F.* Earl of *D.* deceased, did think meet, and so agreed for, and on the part and behalf, as well of the Right Honourable *A.* Co. of *D.* now wife unto the Right Honourable Sir *T. E.* Knight, late wife of the said *F.* as of the part and behalf of the said

ſa'd Lady *A. F.* and *C.* her Daughters, to accept from the Right Honourable *W.* now Earl of *D.* amongſt divers other Manors, Lands and Hereditaments, the Meſſuage, Lands, Tenements and Hereditaments in *S.* in the ſaid County of *L.* hereafter in theſe preſents mentioned, to be lawfully and ſufficiently conveyed and aſſured to Sir *T. L.* of *S.* in the County of *W.* Knight, and *T. S.* of *C.* in the ſaid County of *W.* Eſq. their Heirs and Aſſigns, to the intent and purpoſe, That they the ſaid Sir *T. L.* and *T. S.* their Heirs and Aſſigns, ſhould ſell the ſame for the benefit of the ſaid *A. F.* and *C.* And whereas by the ſaid Tripartite Indenture, and other good, lawful, and ſufficient Conveyance and Aſſurance in the Law, mentioned to be made by the ſaid recited Indenture, The ſaid Meſſuages, Lands, Tenements and Hereditaments in *S.* aforeſaid were, amongſt other things, conveyed, limited and aſſigned to the ſaid Sir *T. L.* and *T. S.* their Heirs and Aſſigns, and to, and for the purpoſe and intent aforeſaid, as in and by the ſaid Tripartite Indenture, more plainly and at large appeareth. And whereas alſo, they the ſaid Sir *T. L.* and *T. S.* by their Indenture bearing date the, &c. did in part and performance of the Truſt in them repoſed, and for the conſiderations in the ſaid laſt recited Indenture mentioned, Grant, Bargain and Sell, enfeoff and confirm unto the ſaid *T. E.* his Heirs and Aſſigns, all that their Meſſuage or Tenement, with the Appurtenances, ſituate, lying, and being in *S.* aforeſaid, late in the Tenure and Occupation of *J. E.* Gent. lately deceaſed, his Aſſignee and Aſſignes. And alſo all that their Cottage, &c. ſituate, lying, and being in *S.* aforeſaid, *H. I.* and *L.* or any of them in the ſaid County of *L.* and late in the Tenure or Occupation of the ſaid *J. E.* his Aſſignee or Aſſignes, as in and by the ſaid laſt recited Indenture, more fully and at large it doth and may appear: By force whereof, the ſaid *T. E.* is lawfully ſeized in his Demeaſne, or of Fee-ſimple, of, and in the ſaid Meſſuage, and other the Premiſſes to him and his Heirs for ever. Now this Indenture further witneſſeth, That the ſaid *T. E.* for and in conſideration of the ſum of 800 *l.* of good and lawful money of *England*, to him, at the ſealing and delivery of theſe preſents, by the ſaid *E. F.* well and truly contented and paid; The Receipt whereof, and of every part and parcel thereof, the ſaid *T. E.* doth hereby acknowledge, and thereof, and of every part and parcel thereof acquit, exonerate, and diſcharge the ſaid *E. F.* his Heirs, Executors, and Adminiſtrators, and every of them, by theſe preſents. *Hath granted*, bargained, ſold, infeoffed and confirmed: And by theſe preſents, for himſelf and his Heirs, doth fully, freely, and abſolutely Grant, Bargain, Sell, Infeoff and Confirm, unto the ſaid *E. F* and *C.* his wife, and to the Heirs of the ſaid *E.* all that the Meſſuage or Tenement, with the Appurtenances, ſituate, lying and being in *S.* aforeſaid, late in the Tenure of the ſaid *J. E.* or his Aſſigns: And alſo all that the Cottage, with the Appurtenances, ſituate, lying or being in *S.* aforeſaid, late likewiſe in the Tenure of the ſaid *J. E.* or his Aſſigns; and alſo all and every the Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Orchards, Gardens, Tofts, Crofts, Curtilages, Courts, Folds, Lands, Meadows, Feedings, Paſtures, Leaſings, Woods, Under-woods, Commons, Common of Paſtures, and Turbary, Moors, Moſſes, Furzes, Heaths, Profits, Commodities and Hereditaments whatſoever, with their, and every of their Rights, Members, and Appurtenances to the ſaid Meſſuage, or Tene-

Grant.

ment

and Cottage, or any of them belonging or appertaining, or accepted, reputed, known or taken, as part, parcel, member, or appurtenances thereof or thereunto ſcituate, lying and being in *S. H. B.* and *L.* aforeſaid, in every or any of them in the County of *L.* and late in the Tenure or Occupation of the ſaid *T. E.* his Aſſignee or Aſſigns; and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the Premiſſes, and every part thereof; and all the Eſtate, Right, Title, Intereſt and Claim of him the ſaid *T. E.* of, in, and to the Premiſſes, and every part and parcel thereof. To have and to hold the ſaid Meſſuage or Tenement, with the Appurtenances, Cottage, Lands, Tenements and Hereditaments, and all other the Premiſſes before mentioned, and hereby intended to be bargained and ſold, and every part and parcel thereof unto the ſaid *E. F.* and *C.* and to the Heirs and Aſſigns of the ſaid *E.* to the only proper uſe and behoof of the ſaid *E.* and *C.* and of the Heirs and Aſſigns of the ſaid *E.* abſolutely for ever. *Habend.*

And the ſaid *T. E.* doth Covenant, Promiſe and Grant, for himſelf his Heirs, Executors and Adminiſtrators, and every of them, to, and with the ſaid *E. F.* his Heirs and Aſſigns, and to, and with every of them, by theſe preſents, That he the ſaid *E.* and *C.* and the Heirs and Aſſigns of the ſaid *E.* ſhall or may according to the right and true meaning of theſe preſents, from time to time, and at all times hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuage or Tenement, Cottage, Lands, Tenements and Hereditaments, with their, and every of their Appurtenances before mentioned to be bargained, ſold, enfeoffed and confirmed, and every part and parcel thereof, without the lawful lett, trouble, interruption, or lawful eviction of the ſaid *T. E.* and of *E. E.* and *A. E.* two of the Brothers of the ſaid *T. E.* or any of them, his, their, or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, now lawfully claiming, or having, or that hereafter ſhall or may lawfully claim, or have, or pretend to have, or claim any lawful Eſtate, Right, Title or Intereſt, of, into or out of the ſaid Premiſes, every, or any part or parcel thereof, by, from, or under the ſaid *T. E.* and *A. E.* or either, or any of them, or by his, their, or any of their Eſtate, Right, Title or Intereſt; And alſo clearly diſcharged, or elſe within convenient time after reaſonable Requeſt in that behalf to be made by the ſaid *E. F.* and *C.* or by the Heirs or Aſſigns of the ſaid *E* to the ſaid *T. E.* his Heirs, Executors or Adminiſtrators, or any of them, ſaved harmleſs by the ſaid *T. E.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome, or one of them, of, and from all, and all manner of former and other Bargains, Sales, Gifts, Grants, Aſſignments, Eſtates, Uſes, Limitations, Leaſes, Charges, and Incumbrances whatſoever, heretofore had, made or done, or hereafter to be had, made, or done by the ſaid *T. E.* and *A. E.* or by any other perſon or perſons whatſoever lawfully claiming, or that may have or claim to have any manner of Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim, Uſe, or Demand whatſoever, by, from, or under him, them, or any of them, or by, from or under, his, their, or any of their Eſtate, Right, Title or Intereſt, (the Rents, Cuſtoms and Services, from henceforth to become due to the chief Lord, or Lords of the Fee or Fees of the ſaid Premiſſes, only excepted and foreprized.) *And further*, that the ſaid *T. E.* and his Heirs, at all time and times hereafter, within the ſpace of 2 years, next

Quiet Enjoyment.

Freed from Incumbrances.

Further aſſurance.

next enſuing the date hereof, at, and upon the lawful and reaſonable Requeſt of the ſaid *E. F.* his Heirs or Aſſigns, and at his, their, or ſome of their Coſts and Charges in the Law, ſhall and will do, make, knowledge, ſuffer and execute, all and every ſuch further, lawful, and reaſonable Act and Acts, Thing and Things, Device and Devices, Aſſurance and Aſſurances in the Law whatſoever, for the further and more aſſurance, ſurety, and ſure making of all and ſingular the ſaid bargained Premiſſes, and every part and parcel thereof to the ſaid *E.* and *C.* and to the Heirs and Aſſigns of the ſaid *E.* for ever, as by the ſaid *E. F.* his Heirs or Aſſigns, or any of them, or his, their, or any of their Council Learned in the Law, ſhall be adviſed or required, according to the true intent and meaning of theſe preſents. And further, the ſaid *T. E.* for himſelf, his Heirs and Aſſigns, doth Covenant and Grant, to, and with the ſaid *E. F.* his Heirs and Aſſigns, and to, and with every of them, by theſe preſents, That all Fines, Feoffments, and other Aſſurances whatſoever hereafter to be had, made, done, knowledged, levyed or executed of the Premiſſes, by theſe preſents, bargained and ſold, or any part or parcel thereof, ſolely by themſelves, or joyntly with any other Mannors, Lands, Tenements or Hereditaments, by the ſaid *T. E.* and his Heirs, or by any other perſon or perſons whatſoever, ſolely by themſelves, or joyntly with any other perſon or perſons, to the ſaid *E. F.* his Heirs or Aſſigns, or to any other perſon or perſons, by his, their, or any of their appointment, to the ſaid *E. F.* his Heirs or Aſſigns, or any other perſons joyntly or ſeverally ſhall be in ure, and ſhall be deemed, conſtrued, taken to be in ure, as for, and concerning the ſaid Meſſuage or Tenement, Cottage, and other the Premiſſes mentioned, or meant to be bargained and ſold, and every part and parcel thereof, with the Appurtenances, to the uſe of the ſaid *E.* and *C.* and of the Heirs and Aſſigns of the ſaid *E.* for ever, according to the true intent and meaning of theſe preſents. *And* the ſaid *T. E.* for himſelf, his Heirs, the ſaid Meſſuage or Tenement, and Cottage, and all other the above-mentioned Premiſſes, with their Appurtenances, unto the ſaid *E.* and *C.* and to the Heirs and Aſſigns of the ſaid *E.* againſt him the ſaid *T. E.* and his Heirs, and againſt him the ſaid *E.* and *A.* their Heirs and Aſſigns, ſhall and will warrant, and for ever defend by theſe preſents. And whereas it is pretended a Reverſion or Remainder, of, and in the Premiſſes, to be and remain in the Crown of *England*, for want of Heirs-male of the Body of the Right Honorable *T. S.* ſomtime Earl of *D.* deceaſed. And whereas the ſaid *T. E.* intendeth to beſtow on *J. W.* or *R. E.* the Sons of *J. E.* Brother of the ſaid *T.* deceaſed, the ſum of, &c. parcel of the ſaid ſum of, &c. which ſoever of them ſhall firſt accompliſh the age of 21 years. *Now* the ſaid *T. E.* doth further, for himſelf, his Heirs, Executors and Adminiſtrators, Covenant, Grant and Agree, to, and with the ſaid *E. F.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, by theſe preſents, That he the ſaid *T. E* ſhall and will, either cauſe and procure the ſaid *J. W.* and *R. E.* or ſome or one of them, upon whom the ſaid *T.* his Executors or Adminiſtrators ſhall beſtow the ſaid ſum of, &c within, &c. next after he of that ſaid *J. W.* and *R.* that ſhall firſt accompliſh the full age of, &c. to be become bounden in an Obligation, or Writing Obligatory, in the ſum of, &c. of lawful money of *England*, to the ſaid *E F.* his Heirs and Aſſigns, with condition thereupon to be endorſed, that if

All aſſurances to be to the uſe of the Feoffee.

Warranty.

Whereas it is pretended that the reverſion of the premiſſes is in the Crown, the Feoffee leavs part of the purchaſe money in certain perſons hands for ſecuring the Feoffee againſt ſuch claim.

at any time from and after the date of the ſaid Obligation, it ſhall happen the poſſeſſion of the ſaid Meſſuage or Tenement, and other the Premiſſes herein before-mentioned, meant, or intended to be granted, bargained and ſaid, infeoffed and confirmed, or ſome or any part or parcel thereof, to come or remain, and to be in or to the Crown of *England*, or in, or to the Kings Majeſty, his Heirs or Succeſſors, or in, or to His or Their Leſſees, Farmors, Patentees or Aſſigns, for, or by reaſon of want of Heirs or Iſſues-Male of the Body of the ſaid *T. E.* of *D.* or of any other the Earls of *D.* which have heretofore been, or ſhall happen to be, That then the ſaid *J. W.* and *R.* or ſome, or one of them, upon whom the aforeſaid ſum of, &c. ſhall be beſtowed, their, ſome or one of their Executors, Adminiſtrators or Aſſigns, ſhall or will within three Months next after poſſeſſion of the Premiſſes, or any part thereof, come, remain, and be to, or in the Crown of *England*, or in the King of *England*, his Heirs or Succeſſors as aforeſaid, content, ſatisfie, and pay, or cauſe or procure to be contented, ſatisfied, and paid, unto the ſaid *E. F.* his Heirs and Aſſigns, the full Sum of &c. of good and lawful money of *England*; or elſe if ſuch of the ſaid *J. W.* or *R.* upon whom the ſaid &c. ſhall be beſtowed as aforeſaid, ſhall become bounden unto the ſaid E. *F.* in the ſaid Obligation, with Condition as aforeſaid: Or if the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, ſhall not beſtow any of the ſaid &c. upon the ſaid *J. W.* and *R.* as aforeſaid; That then the ſaid *T. E.* his Heirs, Executors, and Adminiſtrators, ſhall and will beſtow, and imploy the ſaid Sum of 300 l. of lawful money of *England*, in ſuch ſort, as the ſaid *E. F.* and *C.* and the Heirs and Aſſigns of the ſaid *E.* ſhall and may be ſecured againſt the Crown of *England*, and againſt the Kings Majeſty, his Heirs and Succeſſors, for and in reſpect of any Reverſion or Remainder of the ſaid Premiſſes, in the Crown of *England*, or in the King, his Heirs and Succeſſors. And the ſaid *T. E.* hath ordained, conſtituted and appointed, and in his place and ſtead put *R. T.* and *N. R.* his true and lawful Attorneys, jointly and ſeverally for him the ſaid *T.* and in his name and ſtead, into the Meſſuage or Tenement, and Cottage, and all other the Premiſſes, with their Appurtenances, or into any part or parcel thereof, in the name of the whole, to enter & take poſſeſſion thereof, or of any part or parcel therof, in the name of the whole, and Poſſeſſion & Seiſin thereof ſo had & taken, to give and deliver quiet & peaceable Poſſeſſion and Seiſin thereof, or of part thereof, in the name of the whole, to the ſaid *E. F.* and *C.* and to the Heirs of the ſaid *E.* according to the effect and true meaning of theſe preſents, and whatſoever the ſaid Attorneys, or either of them, ſhall do in the Premiſſes, the ſaid *T. E.* doth raiſe and approve by theſe preſents, the ſame to be his Act and Deed. In witneſs, &c.

Letter of Attorney.

A Feoffment in performance of a Covenant for further assurance.

OMnibus Christi fidelibus ad quos hoc præs. Scriptum pervenerit T.B. Civis & Haberd. L. & R.B Civis et Merc. L. Frater ejusdem T. salutem in domino sempiter. Sciatis nos præfat. T. & R.B. in parte performationis Conven. specificat. in quibusdam Indenturis geren. dat. præsent fact. inter dict. T.B. ex una parte & S.B. de D. &c. ex altera parte Alienasse, Feofasse, Liberasse, & hoc præsenti Scripto nostro Confirmasse præfat. S.B. hæredibus & Assignatis suis in perpetuum. Totum illud Messuagium, Firmam sive Tenementum cum pertin. comiter vocat. sive cognit. per nomen de P. scituat. jacen. & existen. in Parochia de H. in dicto Com. S. Ac omnia edificia structur. horrea, stabula, gardina, Pomar. terr. Tenement. Prat. pastur. pascua, Moras, Marisc. Bosc. Subbosc. & alia Hæreditamenta cum pertin. quibuscunq; dict. Messuagio, Firma sive Tenemento spectan. vel ullo modo pertinen. aut cum eisdem nunc vel antea tent. usitat. occupat. vel dimiss. Ac etiam unam parcellam terra comiter vocat. sive cognit. per nomen de B. cum pertinen. Ac omnia Fdificia, Structur. ter. Tenementa, Bosc. Subbosc. & alia Hereditamenta cum pertin. quibuscunque, dict. parcel. terr. spectan. vel ullo modo pertinen. vel cum illo nunc, vel ante hac tent. usitat. occupat. dimiss. vel gaviss. Ac omnia alia Messuagia, Terr. Tenement. & Hereditamenta nostra seu alicujus nostrum in H. præd. Ac omne jus, titulum, interesse, clamen, possessionem, usum, reversionem remaner. & demand. quæcunque nostrum dict. T. B. & R.B. vel alicujus nostrum, de, in, ad vel concern. præconcess. premiss part. parcel. vel membr. inde Habend & Tenend. dict. Messuagium sive Tenementum, vocat. P. & dict. parcel. terr. vocat. B. & catera præmissa superius concess. cum suis pertin quibuscunque dicto S. B. Hæredibus & Assignat. suis. Ad solum proprium opus & usum dict. S.B. Hæredum & Assignatorum suorum in perpetuum. Et ego præfat. T.B & hæredes mei dictum Messuag. sive Tenement. terr. tenimen. & catera præmissa quæcunque, cum suis pertin. dict. S.B. Hæred. & Assign. suis contra me & hæred. meos Warrantizabimus & imperpetuum defendemus per præsentes. Et ego præfat R.B. & Hæredes mei Messuagia, terr. Tenementa & catera premissa cum pertinen. dicto S.B. Hæred. & Assignatis suis contra me & hæredes meos warrantizabimus & in perpetuum defendemus per præsentes. Insuper noveritis nos præfat. T.B. & R B constituisse, & in loco nostro posuisse dilect. nobis in Christo G.B. de H præd Yeoman, & H.C. & alter-utrum eorum conjunct. & divis. Attornatum & Attornat nostros & utriusq; nostrum, ad intrand. pro nobis, vice & nominibus nostris, in omnia & singula præd. Messuag. terr. Tenement & catera præmissa cum pertinen. vel in alicujus inde part. vel parcel. nomine totius, & plenam et pacificam possession. & Seisinam inde nominibus nostris vel alicujus nostrum capiend & post hujusmodi possessionem sic inde capt. deinde pro nobis vice & nominibus nostris vel alicujus nostrum, ad deliberand. plenam & pacificam, possessionem & seisinam omnium & singulorum præmissorum, vel alicujus inde partis nomine totius, dicto S.B. vel suo in hac parte Attornato Habend. & Tenend. dicto S.B. Hæredibus & Assign. suis secundum formam & effectum hujus Charta, Ratum & Gratum habentes & habiturus quicquid dict. Attornat nostri vel Alteruter eorum fecerit, vel fecerint, nomine nostro, vel alicujus nostrum, contrarium præmiss. In cujus rei Testimonium huic præsenti scripto nostro manus & sigilla nostra apposuimus. Dat. &c.

Several Warranties.

Letter of Attorney to deliver Seisin.

A Deed of Feoffment by J. *C. &c. to* E.C.

THis Indenture made the 2d day of *N.* &c. Between *J. C.* of *N.* in the County of *O.* Esq; Sir *R. A.* of *C.* in the County of *S.* Kt. and *H. A.* &c. of the one part, and *E.C.* of *F.* in the County of *S.* Spinster, one of the Daughters of *A.* deceased, of the other part; Witnesseth; That for and in consideration of the sum of 1000 l. of lawful money of *England* to the said *J. C.* in hand paid by the said *E.C.* at and before the Ensealing and Delivery of these presents, the Receipt whereof he the said *J. C.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate, and discharge the said *E.C.* her Heirs, Executors, Administrators, and Assigns, and every of them, by these presents, and of the several Sums of 5 l. of like lawful mony of *England*, to the said *R. A.* and *H. A.* in hand paid by the said *E. C.* the Receipt whereof they do hereby likewise acknowledge. The said *J. C.* and also the said *R. A.* and *H. A.* with the Consent, and at the Request and Appointment of the said *J. C.* have granted, bargained, sold, aliened, enfeoffed, released, and confirmed; And by these presents, they the said *J. C. R. A.* and *H. A.* for them and their Heirs, do clearly and absolutely, grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said *E.C.* her Heirs and Assigns for ever, all that Messuage, Tenement, and Farm, with the Appurtenances, commonly called or known by the name of *C.* scituate, lying, and being in the Parish of *F.* in the said County of *S.* and late, or heretofore, in the Tenure of the said *F. C.* his Tenant, or Under-Tenants: And also, all that parcel of Wood and Wood-ground, with the Appurtenances, commonly called &c. lying and being in *F.* aforesaid, near the said Messuage; and containing, by estimation, &c. be the same more or less, and all the Trees, Woods, and Under-Woods, growing in and upon the same &c. And also all other the Houses, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Under-Woods, Wood-Grounds, Moors, Marshes, Warrens, Waters, Fishings, Rents, Reversions, Services, and all other Hereditaments, Easements, Commodities, and Appurtenances whatsoever, to the said Farm Capital Messuage, or Tenement belonging, or in any wise appertaining, or as part, parcel, or member, of or belonging to the same Farm, Capital Messuage, or Tenement, had, taken, reputed, demised, letten, used, occupied, or enjoyed, lying and being within the several Towns, Parishes, Hamlets, or Fields of *F.* and *W.* and in every or any of them in the said County of *S.* and all other Lands, Tenements, Meadows, Pastures, and Hereditaments, in *F.* and *W.* aforesaid, or in either of them, wherein the said *F.C.* or *W.C.* Gent. deceased, 2d Son of the said *F.C.* had any Estate of Inheritance: And the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuage, Lands, Tenements, Meadows, Pastures, Heath-Grounds, Reeds, Hereditaments, and Premisses, hereby granted, or mentioned to be hereby granted, and the Rents, Services, and Profits to them, or any of them, incident, belonging, or appertaining.

Consideration.

Grant.

And alſo all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim, and Demand whatſoever, of them the ſaid *J. C. R. A* and *H. A* and every of them, of, in, or to the ſame Meſſuage, Lands, and Premiſſes, and every part and parcel thereof: And all and every the Deeds, Charters, Writings, Evidences, Terrares, Court-Rolls, Court-Books, Rentals, Surveys, Boundaries, Counter-parts of Leaſes, Chirographs of Fines, Exemplifications of Fines, and Common-Recoveries, and other Records, Eſcripts, Minuments whatſoever, touching or concerning the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes whatſoever, hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof, **To have and to hold**, the ſaid Farm, Capital Meſſuage, and Tenement, and all other the Premiſſes, hereby granted, bargained, ſold, or intended to be granted, bargained, and ſold, and every part and parcel thereof, with all and ſingular their and every of their Appurtenances, unto the ſaid *E. C.* her Heirs and Aſſigns for ever, to the only and proper uſe and behoof of her the ſaid *E. C.* her Heirs and Aſſigns for ever. And the ſaid *J. C.* doth hereby grant, for him and his Heirs, that he the ſaid *J. C.* and his Heirs, the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and ſingular their and every of their Rights, Members, and Appurtenances, unto the ſaid *E. C.* and her Heirs and Aſſigns, againſt him *J. C.* and his Heirs and Aſſigns, againſt him the ſaid *J. C.* and his Heirs, and againſt all and every other perſon or perſons, claiming or to claim, by, from, or under him; ſhall and will warrant, and for ever defend by theſe preſents. And the ſaid *J. C.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, promiſe, and grant, to and with the ſaid *E. C.* her Heirs, Executors and Aſſigns, and to and with every of them by theſe preſents, in manner and form following; That is to ſay, That he the ſaid *J. C.* and the ſaid *R. A.* and *H. A*, or ſome, or one of them now are, or one of them now is, the true or lawful Owner of all the ſaid Capital Meſſuage, Farm, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes hereby granted, and of every part and parcel thereof, with their and every of their Appurtenances. And ſome of them are, or ſome or one of them is lawfully, rightfully, and abſolutely ſeized thereof, and of every part and parcel thereof, of a good, pure, abſolute, and indefeaſable Eſtate of Inheritance in Fee-Farm, without any manner of Contingent, Truſt, Proviſoe, or Limitation of Uſe or Uſes, or other Reſtraint, Matter, or Thing whatſoever, to alter, change, charge, determine, encumber, defeat, or evict the ſame. And that they, ſome, or one of them, ſhall continue ſo ſeized thereof, and of every part and parcel thereof, untill a good, perfect, and abſolute Eſtate in Fee-ſimple, ſhall be thereof veſted in her the ſaid *E. C.* and her Heirs, according to the true intent, & meaning of theſe preſents. And that they the ſaid *J. C.* and *R. A.* and *H. A.* or ſome, or one of them, now have, or hath good right, lawful and abſolute Power and Authority in themſelves, or in ſome or one of them, to grant, alien, and convey, all and ſingular the ſaid Capital Meſſuage, Farm, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned to be hereby granted, as aforeſaid, and every part and parcel thereof, with the Appurtenances unto the ſaid *E. C.* her

Habend.

Warranty.

That the grantor is lawful owner.

Lawfully ſeized.

Power to grant.

her Heirs and Aſſigns, to the uſe of her the ſaid *E.C.* her Heirs and Aſſigns, in manner and form aforeſaid. And that the ſaid *E. C.* her Heirs and Aſſigns, and every of them, ſhall or lawfully may, from time to time, and at all and every time and times hereafter, have, hold, occupy, poſſeſs, and enjoy, all and ſingular the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and ſingular their and every of their Appurtenances, & all and every the Rents, Iſſues, Profits, and Commodities thereof, coming, ariſing and growing have and take, without any manner of Lett, Suit, Trouble, Vexation, Eviction, Diſturbance, or other hinderance or moleſtation whatſoever of the ſaid *J.C. R.A.* and *H.A.* or any or either of them, their or any or either of their Heirs or Aſſigns, or of any other perſon or perſons whatſoever, any thing having, or lawfully claiming, by, from or under them, or either of them. *Quiet enjoyment.*

And alſo, That the ſame Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted or mentioned, or intended to be granted as aforeſaid, and every part and parcel thereof, with all and ſingular their and every of their Appurtenances, now are, and be, & from henceforth, and for ever hereafter, ſhall remain, continue, and be unto the ſaid *E. C.* her Heirs and Aſſigns, free and clear, and freely, clearly, and abſolutely acquitted, freed, exonerated, and diſcharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grantes, Feoffments, Deviſes, Uſes, Joyntures, Dowers, Intails, Eſtates, Leſſees, Rights, Titles, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statutes Marchant and of the Staple, and all Debts of Record, Extents, Liberates, Seiſures, Charges, Titles, Troubles, Forfeitures, Annuities, and Incumbrances whatſoever had, made, committed, done, acknowledged or ſuffered, or cauſed to be had, made, committed, done, acknowledged or ſuffered by the ſaid *J.C.* or *R.A.* and *H.A.* or any, or either of them, or any other perſon or perſons whatſoever, by or with their, or any, or either of their means, conſent, act, privity, knowledge, or procurement. *Diſcharged from incumbrances.*

And the ſaid *R.A.* and *H.A.* for themſelves, ſeverally and reſpectively, and not joyntly, and one for the other, but each apart, for himſelf, and his reſpective Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, and grant to and with the ſaid *E.C.* her Heirs, Executors, and Aſſigns, and to and with every of them, by theſe Preſents; That they the ſaid *R.A.* and *H.A.* have not reſpectively done, committed, executed, or ſuffered any Act or Acts, Thing or Things, whereby the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, or any part thereof, now are, or at any time hereafter ſhall or may be impeached, or incumbred, in Title, Charge, Eſtate, or otherwiſe. And the ſaid *J.C.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant, promiſe, and grant to and with the ſaid *E.C.* her Heirs and Aſſigns, and to and with every of them by theſe Preſents; That they the ſaid *J. C. R. A* and *H. A.* their Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, having or lawfully claiming, or which ſhall or may at any time or times, have, or lawfully claim any Eſtate, Right, Title, or Intereſt, of, in, or to the Premiſſes, hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof, *The Truſtees Covenant that they have done no Act.* *Further aſſurance.*

thereof, by, from, or under the said *J.C. R.A.* and *H.A.* or any, or either of them, shall and will from time to time, and at all other time hereafter, within the space of seven years next ensuing the Date of this present Indenture, at and upon the reasonable Request, and at the proper Cost and Charges in the Law of the said *E.C.* her Heirs and Assigns, or some of them, do make, levy, execute, acknowledge, and suffer, and cause to be made, done, levyed, executed, acknowledged and suffered, all and every such further, and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances, in the Law whatsoever, for the further, better, and more perfect assurance, surety, sure-making, conveying, selling, establishing, and confirmation of the said Farm, Capital, Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premisses, hereby granted or mentioned, or mentioned to be hereby granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every of their Appurtenances, unto the said *E.C.* her Heirs and Assigns, according to the true intent and meaning of these Presents; be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Pole, Enrolled or not Enrolled, the Inrollment of this present Indenture, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation, and by all and every of the said ways and means, or by any other ways and means in the Law whatsoever, as by the said *E.C.* her Heirs or Assigns, as by her or their, or any of their Counsel learned in the Law, shall be reasonably devised or advised and required: So as the said further Assurance to be made, or any of them do not, nor shall contain any further, or other Warranty or Covenants for enjoying them, only against the parties thereunto respectively, and their respective Heirs, and touching Acts and Deeds done or suffered by them, or any of them. And so as for the knowledging and executing of such further Conveyances and Assurances, or any of them, the persons that shall be required to make or execute the same, be not compelled nor compellable, for the doing thereof, to travel further, or elsewhere, then to the City of *L.* or *W.* or one of them.

All assurances by the use of the Grantee.

And it is declared, concluded, and agreed, by and between all and every these parties, to these presents, That all and every Fine and Fines, Feoffment and Feoffments, Conveyances and Assurances in the Law, or whatsoever heretofore had and made, and executed, or hereafter to be had, made, levyed, and executed, by and between these parties, to these presents, or any of them, or by them, or any of them, with any other person or persons, of the Premisses, or any part or parcel thereof, shall be and enure, and shall be adjudged and taken to be, and enure, and mean, and intended and are hereby declared to be, and enure, to the use of the said *E.C.* her Heirs and Assigns for ever; and to or for no other use, intent, or purpose whatsoever.

Letter of Attorney to deliver seisin.

And the said *J.C. R.A.* and *H.A.* do hereby make, constitute, nominate, appoint, and in their place and stead, put *N.W.* of *B.* in the County of *S.* and *E.H.* of Aforesaid, and either of them their true and lawful Attorney and Attorneys, joyntly and severally for them, and in their name, place, and stead, joyntly or severally to enter into, and to have and take full and peaceable Possession and Seisin, of and in the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, all and singular the said granted

Pre-

Premiſſes or of ſome part or parts thereof, in the name of the whole: And after full and peaceable Poſſeſſion and Seiſin ſo had and taken as aforeſaid, then to deliver full, quiet, and peaceable Poſſeſſion and Seiſin, of all and ſingular, or of ſome part or parts thereof, in the name of the whole, unto the ſaid *E.C.* or to her certain Attorney or Attorneys, in that behalf lawfully authorized, according to the force, effect, and true meaning of theſe Preſents. And whatſoever the ſaid Attorneys of the ſaid *J.C. R.A.* and *H.A.* or either of them ſhall do, in the Premiſſes for them the ſaid *J.C. R.A.* and *H. A.* or in their names: They the ſaid *J C. R.A.* and *H.A.* do hereby promiſe to ratifie and confirm, and allow the ſame. In Witneſs, &c.

An Endorſement of Livery and Seiſin given by Attorney.

MEmorandum, That on the 10th day of *A.* &c. *A.B.* one of the Attorneys within mentioned, did in the name of the within named *J.C. R.A.* and *H.A.* enter into, and did take and had full and peaceable Poſſeſſion and Seiſin, of and in the Farm, Capital, Meſſuage, Lands, Tenements, and all and ſingular the Premiſſes within granted, or mentioned to be granted, and every part thereof: And after full and peaceable Poſſeſſion and Seiſin ſo had and taken, the ſaid *A.B.* did (by the Aſſent of *B.C* Leſſee for years of the ſame, having the term) deliver full, quiet, and peaceable Poſſeſſion and Seiſin, of all and ſingular the Premiſſes, and of every part and parcel thereof, unto the ſaid *E.C.* within named, according to the force, effect, and true meaning of theſe preſents. And the ſaid *B.* the Leſſee for years, of the ſame Farm and Premiſſes being preſent at the ſame Execution, and having heard the ſaid Indenture read, did attorn, and fully aſſent to the ſame, according to the Tenor, purport, true intent and meaning of the ſaid Indenture. In the preſence of *J.S. V.O.* &c.

A Feoffment, Releaſe and Confirmation after a Deed inrolled with good Covenants.

THis Indenture made the day of, &c. Between *W. T.* of &c. of the one part, and *T T* of &c. of the other part: Whereas by one Indenture, bearing date with theſe preſents, and intended to be inrolled in the High Court of Chancery, made or mentioned to be made between the ſaid parties to theſe preſents, It is mentioned, that for, and in conſideration of 50 l. and 10 s. of lawful money of *E.* of the ſaid *W.T.* by the ſaid *W.T.* therein mentioned to be paid, he the ſaid *W.T.* hath granted, bargained, ſold, aliened and confirmed unto the ſaid *T.T.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the Appurtenances now or late in the Poſſeſſion or Occupation of *E.G.* Widdow, or of her Aſſignee or Aſſigns, Under-Tenant or Under-

Recital of the Deed inrolled.

Tenants, ſcituate and being in *F.* in the Pariſh of St. *C.* &c. on the Weſt ſide of the entry or paſſage to a Tenement called the *B.* now in the Tenure or Occupation of *G. B.* &c. or of his Aſſignee, or of his Aſſigns, Under-Tenant or Under-Tenants, together with other things in that Indenture. And alſo hereafter in theſe preſents, particularly mentioned. Now this Indenture witneſſeth, That for, and in Conſideration of the ſaid Sum of 50 l. and 10 s. ſo aforeſaid paid by the ſaid *T. T.* unto the ſaid *W. T.* being the ſame Conſideration and moneys in the ſaid recited Indenture mentioned to be paid by the ſaid *T. T.* the receipt whereof the ſaid *W. T.* doth hereby acknowledge, and thereof, and every part and parcel thereof, doth clearly acquit, releaſe, and diſcharge the ſaid *T. T.* his Heirs, Executors and Adminiſtrators, and every of them for ever, by theſe preſents, the ſaid *W. T.* hath granted, bar-

Grant. gained, ſold, aliened, enfeoffed, releaſed and confirmed, and by theſe preſents, doth grant, bargain, ſell, alienate, enfeoffe, releaſe, and confirm unto the ſaid *T. T.* and his Heirs, all that Meſſuage or Tenement, with the Appurtenances, now or late in the poſſeſſion, or Occupation of *E. G.* Widdow, or of her Aſſignee or Aſſigns, Under-Tenant, or Under-Tenants, ſcituate and being in *F.* in the *P.* of St *C.* &c. on the weſt ſide of the entry, or paſſage to a Tenement in the Tenure or Occupation of *G. B.* &c. or of his Aſſignee or Aſſigns, Under-Tenant or Under-Tenants, between another Meſſuage or Tenement there of the ſaid *W. T.* now in the poſſeſſion of *T.* dwelling on the South of the ſaid Tenement, called &c. on the North, and the ſaid entry or paſſage on the Weſt, and doth contain from South to North, twenty foot, and two inches, or thereabouts, be the ſame, more or leſs, and from Eaſt to Weſt, at the North end of the ſame, 15 Foot and an half, or thereabouts, be the ſame more or leſs, and from Eaſt to Weſt, at the South end of the ſame, 15 Foot, and 3 Inches or thereabouts, be the ſame more or leſs; and in the 2d Story, there is an addition to the breadth thereof, 22 Inches, as a Jutty over the paſſage, and ſo to the reſt of them, now or late in the poſſeſſion of the ſaid *T.* or of his Aſſignee or Aſſigns, Under-Tenant, or Under-Tenants, lying or being under upper Rooms, and alſo all that Cellar to the ſaid Meſſuage or Tenement before mentioned, to be in the poſſeſſion of the ſaid *E. J.* all Shops, Cellars, Halls, Chambers, Rooms, Yards, void grounds, entries, waies, paſſages, profits, lights, eaſements, commodities, advantages, employments, Hereditaments, & other Appurtenances whatſoever, to the ſaid Meſſuage or Tenement, and other the Premiſſes, or any of them belonging, or in any wiſe appertaining, or accepted, reputed, taken, or known as part, parcel or member thereof, or of any part thereof, & the reverſion and reverſions, remainder and remainders yearly, and other Rents, and other Profits of the Premiſſes, and of every part and parcel thereof, and all the Eſtate, Right, Title Intereſt, Claim and Demand whatſoever, of him the ſaid *W. T.* of, in, or unto the ſame, or any part thereof together with all Deeds,

Deeds. Evidences, Writings, Eſcripts and Monuments, as do concern the Premiſſes joyntly with any other Lands, Tenements, or the ſame Copies to be made and written, at the only Coſts and Charges of the ſaid *T. T.* his Heirs and Aſſigns: which ſaid Meſſuage or Tenement, and Premiſſes, were heretofore amongſt other things by Indenture, dated the 20. day of *F* in the 11th year of the Reign of the late King *C.* and duly inrolled in the Hight Court of *Chancery*, the 12th

day

day of *M.* then next following, granted and conveyed by *J. H.* Eſq; unto *S. T.* Father of the ſaid *W.* and his Heirs. And by one other Indenture *Tripartite*, dated the &c. in the 13th year of the Reign of the ſaid King *C.* and duly inrolled in the High Court of *Chancery*, the 11th day of *M.* in the 14th year of the Reign of the ſaid King *C.* made, or mentioned to be made, between *J. W.* and *S.* his Wife, of the firſt part, the ſaid *S. T.* and *M.* his Wife, of the ſecond part, and *W. D.* Eſq; and *W. B.* Gent. of the ſaid third part, where amongſt other things ſetled upon the ſaid *S. T.* and *M.* his Wife, for their lives, and after upon the ſaid *W. T.* and the Heirs males of his Body, with other remainders over, with the remainder in Fee to the right Heirs of the Survivor of the ſaid *S.* and *M.* for ever, and afterwards by a Fine thereof levied by the ſaid *W. T.* to *R. T.* in *Eaſter* Term now laſt paſt, and a Recovery thereupon in the Court of *Common Pleas* at *Weſtminſter*, had in the ſame Term by *W. F.* Gent. againſt the ſaid *R. T.* wherein the ſaid *W. T.* was vouched to Warranty and an Indenture *Tripartite*, dated the 2d day of *J.* now laſt paſt, declaring Uſes of the ſaid Fine and Recovery made, or mentioned to be made, between the ſaid *W. T.* of the firſt part, the ſaid *R. T.* of the 2d part, and the ſaid *W. F.* of the 3d part, were conveyed and ſetled unto and upon, or to the uſe of the ſaid *W. T.* and his Heirs. *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes herein before mentioned, and intended to be hereby granted, and firſt by the ſaid recited Indenture, the Inrollment thereof, with their, and every of their Appurtenances, unto the ſaid *T. T.* his Heirs and Aſſigns for ever, to the only uſe and behoof of the ſaid *T. T.* his Heirs and Aſſigns for ever; And the ſaid *W. T.* for himſelf his Heirs, Executors, and Adminiſtrators, doth Covenant, promiſe and grant to & with the ſaid *T. T.* his Heirs and Aſſigns, by theſe preſents, in manner and form following; That is to ſay, That he the ſaid *W. T.* for, and notwithſtanding any act, matter or thing, by him the ſaid *W. T.* or by the ſaid *S. T.* and *M.* his Wife, Father and Mother of the ſaid *W.* or by any of them done, or wittingly, or willingly ſuffered to the contrary, now is, and ſtanding lawfully, rightfully, and indefeazably ſeized of the ſaid Meſſuage or Tenement, and all and ſingular, the Premiſſes herein before mentioned, and intended to be hereby, and by the ſaid firſt recited Indenture, and the Inrollment thereof, granted, with their, and every of their Appurtenances, of a good, ſure, perfect, and abſolute and indefeazable Eſtate of Inheritance in Fee ſimple, without any manner of Condition, Contingent, Proviſoe, by mutation of Uſe or Uſes, or other reſtraint, matter or thing, to alter, change, charge, determine, or make void the ſame, and ſhall and will continue ſo thereof ſeized, until an Eſtate thereof in Fee ſimple ſhall be veſted and ſetled in the ſaid *T. T.* and his Heirs, and that he the ſaid *W. T.* for, and notwithſtanding any ſuch act, matter or thing, as aforeſaid, by him the ſaid *W. T.* or by the ſaid *S. T.* and *M.* his Wife, or any of them done or wittingly or willingly ſuffered to the contrary, now hath good right, full power, and lawful Authority, to grant and convey the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes herein before mentioned, and intended to be hereby, and by the ſaid firſt recited Indenture and Inrollment thereof, granted, with their, and every of their Appurtenances, and every part and parcel thereof, unto the ſaid *T. T.* his Heirs and Aſſigns for ever, in manner

The Conveyances mentioned, by which the Premiſſes come to the Feoffor.

Habend.

That notwithſtanding any Act of the Father or Mother of the Feoffor, he is lawfully ſeized.

Power to grant

ner and form aforesaid; and that the said Messuage or Tenement, and all and singular, other the Premisses herein before mentioned, and intended to be hereby, and by the first recited Indenture and Inrollment thereof, granted and conveyed, and every part and parcel thereof, with their, and every of their Appurtenances, now are, and be and so from henceforth for ever shall remain, continue, and be unto the said *T. T.* his Heirs and Assigns, free and clear, and freely, clearly, and absolutely acquitted, exonerated and discharged; or else from time to time, and upon request by him the said *W. T.* and his Heirs, well and sufficiently saved and kept harmless, and indempnified of, and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Joyntures, Dowers, Uses, Wills, Intayls, Recognizances, Statutes Merchant, and of the Staple, Judgments, Executions, Extents, Seisures, Forfeitures, Rents, and Arrears of Rents and Taxes, and Arrears of Taxes, before this time, Sequestrations and causes of Sequestrations, Fines, Issues, Amerciaments, Debts to the late *K.* and all Debts of Record, Fines, Post-Fines, Annuities, Rentcharges, Rents-Secks, and of, and from all other Charges, Titles, Troubles, Burthens, Estates and Incumbrances whatsoever had, made, committed, done, or suffered, or to be had, made, committed, done or suffered, by the said *W. T.* and *M.* his Wife, or any of them, their, or any of their Heirs or Assigns, or by any other person or persons, lawfully claiming, or to claim, by, from, or under him them, or any of them, or his, their, or any of their Estate, Right, Title, Interest, act, meanes, consent, default, or procurement, one Lease heretofore made by the said *W. T.* unto the said *T. D.* of the said Cellar before mentioned, to be granted for the term of 31 years, from, at, and under the yearly Rent of, &c. by Indenture, dated the &c. and that he the said *T. T.* his Heirs and Assigns, and every of them, shall and may from henceforth for ever, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, and all and singular, other the Premisses herein before mentioned, and intended to be hereby, and by the said first recited Indentures and Inrollment thereof, granted and conveyed with their, and every of their Appurtenances, without the lawful let, suit, trouble, interruption, expulsion, hinderance, molestation, or denyal of the said *N. T.* his Heirs or Assigns, or of any other person or persons lawfully claiming, or to claim by, from, or under him, them, or any of them, or by, from, or under the said *S. T.* and *M.* his Wife, or any of them (the said *T. D.* and his Assigns, of them the said for, and in respect of his aforesaid term only excepted,) and furthermore, that he the said *W. T.* his Heirs and Assigns, and all and every other person and persons whatsoever, having, or lawfully claiming to have any Estate, Right, Title, or Interest of, in, or unto the said Messuage, or Tenement and Premisses, or any part thereof, by, from, or under the said *W. T.* or by, from, or under the said *S. T.* and *M.* his Wife or any of them, or in trust for them, or any of them, except the said *T. D.* and his Assigns, for, and in respect of the aforesaid term for 31 years, shall and will from time to time, and at all times hereafter, within the space of seven years now next ensuing, at, and upon the reasonable Request or Requests, and at the Costs and Charges in the Laws of the said *T. T.* his Heirs and Assigns, make, do acknowledge, levy, suffer, and execute, or cause to promise to be made, done, acknowledged, levyed, suffered & executed, all and every such further

That the Premisses shall continue free from Incumbrances.

Exception of a Lease.

Quiet enjoyment.

Exception.

Further assurance.

Exception.

and other lawful and reasonable Act and Acts, Thing or Things, Devise and Devises, Assurance and assurances in the Law whatsoever, for the further better, & more perfect and absolute containing and assuring of the said Messuage or Tenement, and all and singular other the Premisses, with their, and every of their Appurtenances unto the said *T.T.* and his Heirs, to the use of the said *T. T.* and of his Heirs and Assigns for ever, according to the purport, true intent and meaning of these Presents, be it by Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries with, or more Voucher or Vouchers, Deed or Deeds, Inrolled or not Inrolled, the Inrollment of these presents, Release or Confirmation, whether with or without Warranty, or Warranties, howsoever, as by the Councel learned in the Law of the said *T. T.* his Heirs or Assigns, shall be reasonably devised or required, so as such person or persons, as shall be so required to do the same, be not required for the doing thereof, to travel further then the Cities of *L.* and *W.* or one of them, and so as the same do not contain any further Covenants or Warranty then against the parties before named, and their Heirs. And further, the said *W. T.* for himself, his Heirs, Executors, and Administrators, doth Covenant, promise and grant to, and with the said *T.T.* his Heirs and Assigns, by these presents, that he the said *W.T.* his Heirs or Assigns, shall and will from time to time, and at all times hereafter, upon the Requests, and Costs and Charges of the said *T.T.* his Heirs or Assigns, produce and shew forth all and singular the before mentioned Indentures, Fine and Recovery, or exemplifications thereof, and all such other Deeds, Evidences and Writings, as the said *W.T.* his Heirs or Assigns, have or shall have in his and their power, or disposition concerning the Premisses, in any Court or Courts of Record in Law or equity, or elsewhere, when and as often as there shall be occasion to make use thereof, for the justification, or maintenance of the Title of the said *T. T.* his Heirs or Assigns, in, or to the said Messuage or Tenement, and Premisses, or any part or parcel thereof. In Witness, &c.

The Feoffor to shew forth in any Court such writings as the Feoffee shall require to make out his Title.

A Feoffment, Release and Confirmation after a Deed inrolled, wherein the use of a Fine formerly levied is declared.

THis Indenture made &c. Between *W. S.* of &c. of the one part, and *H. F.* of &c. on the other part. Whereas the said *W S* and one *C W.* of &c. and *J.* his Wife, by an Indenture of Bargain and Sale, or Deed Indented and acknowledged to be inrolled in his Majesties Court of *Common Pleas* at *Westm.* bearing date the 21 day of this present moneth of *N.* made between the said *W. S. C W* and *J.* his Wife on the one part, and the said *H F.* on the other part, for and in consideration of the sum of 700 l. to them the said *W. S.* and *C. W.* in hand, at the ensealing of the said Indenture by the said *H. F.* well and truly contented and paid; Have granted, bargained, sold, aliened, enfeoffed, or confirmed, or therein are mentioned to grant, bargain, sell,

Recital of the Deed inrolled.

ſell, alien, enfeoff, and confirm to the ſaid *H. F.* his Heirs and Aſſigns for ever, all thoſe ten Meſſuages or Tenements, with their Appurtenances ſituate and being in &c. called or known together by the name of &c. now or late in the ſeveral Tenures, holdings, or occupations of *T. T. R. D. T. C.* or of their or of ſome of their ſeveral Aſſignee or Aſſigns, and divers other things in the ſaid Indenture mentioned, as in and by the ſaid Indenture of Bargain and Sale or Deed mentioned, more at large it doth and may appear. Now this Indenture witneſſeth, That the ſaid *W. S.* as well for and in conſideration of the ſaid ſum of 700 l. of lawful money of *E.* to them the ſaid *W. S.* and *C. W.* by the ſaid *H. F.* well and truly paid, as in and by the ſaid recited Indenture is mentioned, for the full price and abſolute purchaſe of the Premiſſes, as for divers other good Cauſes and Conſiderations him thereunto eſpecially moving, Hath given, granted, bargained, ſold, remiſed, releaſed, quit, claimed and confirmed; And by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, remiſe, releaſe, quit, claim, and confirm unto the ſaid *H. F.* and to his Heirs and Aſſigns for ever, all the ſaid Meſſuages, Tenements, and other the Premiſſes, in and by the ſaid recited Indenture mentioned to be thereby granted, bargained, ſold, enfeoffed and confirmed, and every of them, and every part and parcel thereof, with their and every of their Appurtenances, and the Reverſion or Reverſions, Remainder or Remainders, Rents and yearly Profits of the ſame Premiſſes, and of every of them, and every part and parcel thereof, To have and to hold, all the ſaid Meſſuages, Tenements, and other the Hereditaments and Premiſſes, and every of them, and every part and parcel thereof, unto the ſaid *H. F.* his Heirs and Aſſigns for ever, to the only and proper uſe and behoof of the ſaid *H. F.* and of his Heirs and Aſſigns for ever. And the ſaid *W. S.* for the Conſideration aforeſaid, doth for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, covenant and grant to and with the ſaid *H. F.* his Heirs, Executors, and Aſſigns, and every of them by theſe preſents, in manner and form following, (That is to ſay) That they the ſaid *W. S. C. W.* or one of them, the day of the date, and at the ſealing and delivery of the ſaid recited Indenture, were or was, and ſo until the making and executing of the firſt Eſtate of and in the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale mentioned and intended to be thereby granted, bargained, ſold, enfeoffed and confirmed, and of and in every of them, and every part and parcel thereof, in and to the ſaid *H. F.* and his Heirs, according to the true meaning of the ſaid Indenture of Bargain and Sale, and of theſe preſents, ſhall be very true, lawful and rightful owner or owners, and by good and juſt Right and Title lawfully and rightfully ſeiſed of and in all and ſingular the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale, or Deed Indented, or mentioned to be thereby granted, bargained, ſold, enfeoffed, or confirmed, and of and in every part and parcel thereof, with their Appurtenances, of a good, lawful, perfect and indefeazable Eſtate of Inheritance in Fee-ſimple, to them or one of them and their Heirs for ever, abſolutely without any manner of condition, limitation of uſe or uſes, or other matter or thing whatſoever, to alter, change,

Grant.

Habend.

Lawful owner.

Lawful ſeized.

change, or determine the ſame. And, That the ſaid *W. S.* and *C. W.* or one of them, the day of the date, and at the enſealing and delivery of the ſaid recited Indenture, had, and ſo until the time of ſuch firſt Eſtate executed or to be executed as is aforeſaid, ſhall have in him or themſelves full power, good and lawful right, title, and authority to grant, bargain, ſell, and convey all and ſingular the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indentures mentioned to be thereby granted, bargained, ſold, enfeoffed and confirmed, and every of them, and every part and parcel thereof, with their and every of their Appurtenances unto the ſaid *H. F.* and his Heirs, according to the true meaning of the ſaid recited Indenture. And that he the ſaid *H. F.* his Heirs and Aſſigns, ſhall and may from henceforth for ever peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages or Tenements, Hereditaments, and all other the Premiſſes, in and by the ſaid recited Indenture of Bargain and Sale, mentioned or intended to be hereby granted, bargained, ſold, aliened, enfeoffed or confirmed, and every of them, and every part and parcel thereof, with their Appurtenances, and receive, perceive, take and enjoy all and every the Rents, Iſſues, benefits and profits thereof whatſoever, to his and their own proper uſe and behoof for ever free, clear and clearly acquitted and diſcharged, or otherwiſe from time to time, and at all times hereafter upon requeſt, ſufficiently ſaved and kept harmleſs by the ſaid *W. S.* his Heirs, Executors, and Adminiſtrators, or ſome of them, of, from, and concerning all and all manner of former and other Bargains, Sales, Guiſts, Grants, Leaſes, Joyntures, Dowers, Uſes, Wills, Entails, Statutes, Bonds, Recognizances, Judgments, Extents, Executions, Debts of Record, Debts to the Kings Majeſty, Annuities, Rent-Charge, Rent-Seck, or Charges of Rents, and of and from all other Eſtates, Titles, Troubles, Charges, and Incumbrances whatſoever, had, made, committed, or done, to be had, made, committed or done by the ſaid *W. S.* his Heirs or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever, the Rents and Services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the Premiſſes, in reſpect of his or their Seigniority or Seigniorities, and one Leaſe by Indenture of Bargain dated the &c. and made by *N. G.* of, &c. unto *P. S.* of &c. of the Premiſſes, by the name of a Meſſuage or Tenement, ſomtime a Brew-houſe, for the term of 60 years, commencing from the Feaſt of Saint *M.* the Arch-Angel then laſt paſt, whereupon the Rent of 30 l. is reſerved payable Quarterly, which ſhall and may from thenceforth continue and be payable unto the ſaid *H. F.* his Heirs and Aſſigns, during the continuance of the ſame Leaſe, and ſuch Eſtate as the ſaid *W. S.* hath heretofore granted of the Premiſſes to the ſaid *C. W.* only excepted and foreprized. And, the ſaid *W. S.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *H. F.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *W. S.* and *E.* his Wife, his Heirs, and all and every other perſon or perſons, his and their Heirs, any thing having or claiming, or that ſhall or may

Power to grant.

Quiet enjoyment.

Free from Incumbrances.

Exception.

Further assurance.

may have, or claim, of, in, or out of the ſaid Meſſuages, Tenements, Hereditaments, and other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale mentioned, to be thereby granted, bargained, ſold, aliened, enfeoffed or confirmed, and of, in, or out of any of them, or any part or parcel thereof, except ſuch perſon or perſons whoſe Leaſes and Eſtates are herein before excepted, for and in reſpect only of their ſaid Leaſes and Eſtates ſo herein before excepted, ſhall and will from time to time, and at any time hereafter, for and during the ſpace of ſeven years now next enſuing, at and upon every reaſonable requeſt at the Coſts and Charges in the Law of the ſaid *H. F.* his Heirs or Aſſigns, make, do, acknowledge, levy, ſuffer, and execute, and procure and cauſe to be made, done, acknowledged, levied, ſuffered, and executed all and every ſuch further lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyance and Aſſurances in the Law whatſoever, for the further, more, better, and perfect Aſſurance, Sure-making and Conveying, having and enjoying of the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes herein before mentioned to be by the ſaid recited Indenture granted, bargained, ſold, aliened, and enfeoffed or confirmed, and every of them, and every part and parcel thereof with their Appurtenances, unto the ſaid *H. F.* his Heirs and Aſſigns for ever, according to the true meaning of the ſaid recited Indenture, and by theſe preſents, be the ſame by Deed or Deeds inrolled or not inrolled, Fine, Feoffment, Recovery, Releaſe, Confirmation or otherwiſe, with Warranty againſt all men, or without Warranty, or by all, every, or any of the wayes or means aforeſaid, or by any other wayes or means whatſoever, as by the ſaid *H. F.* his Heirs or Aſſigns, or by this or their Counſel Learned in the Law ſhall be reaſonably deviſed or adviſed, or required. And whereas in the Term of the Holy Trinity now laſt paſt, one Fine, *Sur Conuſance de droit come ceo*, &c. was acknowledged and levied before the Kings Majeſties Juſtices of his Court of *Common Pleas* at *W.* by the ſaid *W. S.* and *S.* his Wife, *? H.* and *M.* his Wife, and *W. H.* and *R.* his Wife, unto the ſaid *H. F.* And all that Capital Meſſuage or Inne, or of another Meſſuage or Tavern, both called and known by the ſeveral names of &c. and of five other Meſſuages or Tenements neer thereunto adjoyning, in &c. aforeſaid, with their and every of their Appurtenances, by the name and names of ſeven Meſſuages, four Stables, and three Gardens, with the Appurtenances, or by ſome other name or names in &c. as by the Records of the ſaid Fine may appear: It is covenanted and granted, concluded and agreed by and between the ſaid parties to theſe preſents, And the ſaid *W. S.* doth hereby expreſs and declare, and for him, his Heirs Executors, and Adminiſtrators, covenant and agree to and with the ſaid *H. F.* his Heirs and Aſſigns, That the ſaid Fine ſo acknowledged and levied as aforeſaid, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever,

Except, &c.

Recital of the Fine.

The uſe declared

whatsoever, that are or shall be had, made, acknowledged, levied, suffered, or executed by or between the said parties to these presents, or either of them, by themselves, or together with any others of the said Messuage, and other the Premisses comprised in the said Fine, or of any other part thereof, and the full force and effect, and the execution of the same, and every of them, shall be, and shall be adjudged, esteemed, reputed, and taken to be, and to enure to the only proper use and behoof of the said *H. F.* and of his Heirs and Assigns absolutely for ever, according to the intent and true meaning of an Indenture of Bargain and Sale bearing date the &c. of the same Premisses by the said *W. S. J. H. W. H.* and one *W. C.* and *T. P.* to the said *H. F.* In witness, &c.

The Form of an Indorsement upon a Feoffment.

MEmorandum, That full and peaceable Possession and Seisin of and in the Messuage or Tenement, and other the Premisses in *Cheap-side*, within written, was taken and delivered by the within named *C. D.* to the within named *A. B.* the &c. Day of &c. in the presence of ——

Or thus:

MEmorandum, That full and peaceable Possession and Seisin of and in the Messuage, and other the Premisses within written, with the Appurtenances, was delivered by the within named *A. B.* to the within named *C D.* to the use and behoof within limited, according to the tenour and effect of this present Writing; *Tali die & anno*, in the presence of the Witnesses hereunder named.

Attornement.

AD the within named *G. H.* attorned Tenant to the within named *C. D.* for the Lands and Tenements in his Possession, by the payment of a Penny, which he paid in the presence of the Witnesses under-written.

Livery and Seisin, Aliter;

MEmorandum, That full and peaceable Possession and Seisin, was taken and delivered by *A. B.* and *C D.* Atturneys within named, to *J. C.* and *K. P.* within named; and of and in one House and Lands thereto belonging

ing *M. W.* within written, in the Tenure of *B.* and *L. M* in the name of all and ſingular the Premiſſes within ſpecified, *Tali die & anno*, To have and to hold, according to the tenour, force, form, effect, and true meaning of this Deed within written; in preſence of,

C. B. M. B. J. E. Tenants of parcel of the Premiſſes within contained, did attorn to the ſaid *J. C.* and other the Feoffees within named, by the deliverey unto them, *viz.* the ſaid *C.* and *M.* each of them ſeverally one peny, and the ſaid *J. E.* 4 *d.* of lawful Engliſh money, in preſence of, &c.

C. B. M. B. J. E.

J. E. J. B. W M. R. F. Have alſo attorned by delivery of every of them 4 *d.* to the ſaid Feoffees within named, as aforeſaid.

J. E. J. B. W. M. R. F.

MEmorandum, That whereas *R. W.* hath an Eſtate for term of life (or years) in one Meſſuage or Tenement, parcel of the ſaid Lands within ſpecified, the ſaid is contented and agreed, and alſo attorneth the ſaid Guift and Grant, according to the effect and intent of the ſame: In Witneſs whereof, the ſaid *R.* hath paid to the within *A. G.* one peny, in name of Attornment and Seiſin, in the preſence of, &c.

If the Attornment be upon a Uſe, declared upon a Fine, then the Attornment muſt be to the Conuſee in the Fine named: If upon a Grant to the Grantee; and upon a Feoffment, Feoffee.

FINES.

FINES.

ff. *Pr.* J.J. *Militi &* M. *uxori ejus,* M. N. *&* E. *uxori ejus,* T.N. *&* M. *uxori ejus, &* W.B. *&* F. *uxori ejus, quod teneant* R. F. *Convencionem inter eos factam de Maneriis de* M. T. *alias* T.M. *Necnon de advocationibus & Patronat. Eccleſiarum de* P. *&* R. *& unius Canturiæ in* B. *prædict. &c. Et niſi, &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *J.* et *M. M.* et E. *T.* et *M.* et *W.* et *F.* recogn. Maneria, Ten. & Reddit. prædict. cum pertin. ac Advocationes prædictas eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *J.* et *M:* M. et *E:* *T.* et *M:* et *W.* et *F.* Et ill. remiſ. & quiet. clam. de ipſis *J.* et *M:* *M.* et *E:* *T.* et *M:* et *W.* et *F.* & hered. ipſorum *M. E. M.* et *F.* præfat. *R.* & hered. ipſius *R.* in perpetuum. Et preterea, iidem *J.* et *M:* *M.* et *E:* *T.* et *M:* et *W.* et *F.* conceſſerunt pro ſe & hered. ipſorum *M. E. M.* et *F.* quod ipſi warrant. prædicta Maneria, Ten. et Reddit. præd. cum pertin. ac Advocacion. præd. præfat. *R.* & hered. ſuis contra ipſum *W.* et Anceſſores ſuos in perpetuum, &c.

Et pro hac Recogn. remiſs. quiet. clam. Warr. Fine et Concordia, idem *R.* conceſſit prædictis *M.* et *E.* prædicta Maneria de *M.T.* et *M.H.* cum pertin. Ac predicta Ten. et Reddit. in prædictis Vill. de *M.* parva *T.* et *A.* Manerio-rum, Ten. et reddit. prædictorum parcell. Et illas eis reddidit in eadem Cur. Habend. et Tenend. eiſdem *M.* et *E.* de Capit. Domino &c. Tota vita ipſorum *M.* et *E.* abſque impetitione alicujus vaſti inde faciend. Et poſt deceſſum eorum *M.* et *E.* prædicta Maneria de *M.T.* et *M.* et prædicta Ten. et Reddit. in *M.T.* parva *T.* et *A.* cum pertin. integre reman. *X.N.* filio prædictorum *M.* et *E.* et hered. Maſcul. de corpore ipſius *X.* legitime procreat. de Capit. Domino &c. Et ſi contingat quod idem *X.* obierit ſine hæred. Maſcul. de corpore ipſius *X.* legitime procreat. tunc poſt deceſſum ipſius *X.* prædicta Maneria de *M.T.* et *M.* et dicta ten. et reddit. in *M. T.* parva *T.* et *A.* præd. cum pertin. integre reman. hæred. quos dictus *M.* de corpore præfat *E.* procreaverit de Capit. Domino &c. Et ſi contingat quod idem *M.* et *E.* obier. ſine hæred de corpore ejuſdem *E.* per ipſum *M.* legitime procreat. tunc prædicta Maneria de *M.T.* et *M.* ac dict. Ten. et Reddit. in *M.T.* parva *T.* et *A.* præd. cum pertin. integre remanebant rectis hæred. dictæ *E.* de Capit. Domino &c.

Ulterius idem *R.* conceſſit præfat. *M.* xvi, Meſs. xl. acr. terræ, lxx. acr. [illegible] CCCl x. acr. Paſturæ, C. acr. boſci, C C C. jampnorum & bruere,

C. acr. Mariſci, 200 acr. Alneti, & 15 l. reddit. cum pertin. de Ten. et Redd. dit. in *C. F.* &c. præd. Nec non Advocat. et Patronat. Eccleſiæ Sanct. *R.* in *C.* prædicta. Et ill. ei reddidit in eadem Cur. habend. & tenend. eidem *M.* & hered. ſuis de Capit. Domino, &c.

Et etiam præfat. *R.* conceſſit præfat. *T.* et *M.* prædicta Maneria de *O. T.* &c. cum pertin. & prædicta Ten. & Reddit. cum pertin. in *M.* prædicta. Nec non reſid. dictorum. ten. & reddit. cum pertin. in *C. E.* &c. præd. (Excepr. d.ct. Maner. de B. cum pertin.) Et illa eis reddidit in eadem Cur. habend. et tenend. eiſdem *T.* & *M.* de Capit. Domino, &c. tota vita ipſorum abſque impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum *T.* & *M.* predicta maneria de *O. C.* &c. cum pertin. & præd. Ten. et Reddit. cum pertin. in *M.* prædicta, nec non dict. reſid. dictorum Ten. et Reddit. cum pertin. in *S. C. F.* &c. præd. (except. præexcept.) integre remanebunt *T. N.* filio eorundem *T.* & *M.* & hæred. Maſcul. de corpore ipſius *T.* filii legitime procreat. de Capit. Domino, &c. Et ſi contingat, Quod idem *T.* filius obierit ſine hæred. Maſcul. de corpore ipſius *T.* filii legitime procreat. tunc poſt deceſſum ipſius *T.* filii, prædicta maneria de *O. C.* &c. cum pertin. ac præd. Ten. & Reddit. cum pertin. in *M.* prædicta, nec non dict. reſid. dictorum Ten. & Reddit. cum pertin. in *C. E.* &c. præd. (Except. præexcept.) integre reman. *W. N.* aliter filio præfatorum *T.* patris et *M.* et hæred. Maſcul. de corpore ipſius *W.* legitime procreat. de Capit. Domino, &c. Et ſi contingat quod idem *W. N.* obierit ſine hæred. maſcul. de corpore ipſius *W.* legitime procreat. tunc poſt deceſſum ipſius *W.* prædicta maneria de *O. C.* &c. cum pertin. ac prædicta Ten. & Reddit. cum pertin. in *C F.* &c. pred. (Except. præ except.) integre reman. hæred. quos dictus *T.* pater. de corpore præfat. *M.* procreaverit. de Capit. Domino, &c. Et ſi contingat quod idem *T.* Pater & *M.* obierint ſine hæred. de corpore ipſius *M.* per eundem *T.* Patrem legitime procreat. tunc prædicta maneria de *O P.* &c. cum pertin. ac præd. Ten. et Redd. cum pertin. in *M.* prædicta, nec non dict. reſid. dictorum Ten. & Redd. cum pertin. in *C. F.* &c. præd. (except. præ except.) integre reman. rectis hæred. prædicti *M.* de Capit. Domino, &c. Et præterea idem *R.* conceſſit præfat. *T. N.* Patri præd. manerium de *L.* cum pertin. ac prædict. Ten. et Redd. in *L.* &c. præd. et reſid. dictorum Ten. et Redd. cum pertin. in *H.* &c. præd. Nec non Advocationem & Patron. Sanctæ Cantur. in *B.* præd. Et ill. ei reddidit in eadem Cur. Habend. et Tenend. eidem *T. N.* Patri et hæred. ſuis de Capit. Domino, &c.

Et prædictus *R.* conceſſit ulterius præfat. *W. B.* & *F.* prædictum Manerium de *P.* cum pertinen. ac præd. ten. et Redd. cum pertin. in *P. A.* &c. præd. nec non dictam Advocationem & Patron. Eccleſiæ de *P.* præd. et ill. eis reddidit in eadem Cur. Habend. et tenend. eiſdem *W.* et *F.* de Capit. Domino, &c. tota vita ipſorum *VV.* et *F.* abſq; impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum *VV. B.* & *F.* prædictum Manerium de *P.* cum pertin. ac præd. ten. et red cum pertin. in *P. A.* &c. præd. nec non dictam Advocationem et Patronat. Eccleſiæ de P. præd. integre reman. *T. B.* filio præfat. *VV. B.* et *F.* eo hæred. maſcul. de corpore ipſius *T. B.* legitime procreat. de capit. Domino &c. Et ſi contingat quod idem *T. B.* obierit ſine hæred. maſcul. de corpore ipſi-

ut *T.* legitime procreat. tunc poſt deceſſum ejuſdem *T. B.* prædictum Manerium de *P.* cum pertinen. ac præd. Ten. et Red. cum pertinen. in *P. A.* &c. prædicta, nec non Advocatio Eccleſiæ de *P.* præd integre remanebunt hæred. quos dictus *VV.* de corpore præfat. *F.* procreaverit de Capit. Domino. Et ſi contingat quod iidem *VV.* et *F.* obier. ſine hæred. de corpore ipſius *F.* per eundem *VV.* legitime procreat. tunc prædictum Manerium de *P.* cum pertinen. ac præd. Ten. et Red. cum pertinen. in *P. A.* &c. præd. nec non dicta Advocatio & Patronat. Eccleſiæ de *P.* præd. integre remanebunt rectis hæred. præfat. *F.* de Capit. Domino, &c. Nec non dictus *R. F.* conceſſit præfat. *VV. B.* et *F.* præd. Ten. et Red. cum pertin. in magna *S.* et parva *S.* præd. et ill. eis reddidit in eadem Cur. habend. et tenend. eiſdem *VV.* et *F.* et hæred. quos idem *VV.* de corpore præfat. *F.* procreaverit de Capit. Domino. Et ſi contingat quod iidem *VV.* et *F.* obier. ſine hæred. de corpore ipſius *F.* per eundem *VV.* legitime procreat. tunc præd. Ten. et Red. cum pertinen. in magna *S.* et parva *S.* præd. poſt deceſſum eorundem *VV. C.* et *F.* integre remanebunt rectis hæred. ipſius *F.* de Capit. Domino, &c.

Et prædictus *R. F.* conceſſit etiam præfat. *VV. B.* prædictum Manerium de *B.* cum pertin. ac præd. Ten. et Red. cum pertin. in *F. A.* &c. præd. nec non reſiduum dictorum ten. et redd. cum pertin. in *C.* præd. Et ill. ei reddidit in eadem Cur. habend. & Tenend. eidem *VV. B.* et hæred. ſuis de Capit. Domino.

Midd. ſſ. *Pr.* A. B. R. N. *et* E. *uxori ejus, et* J. N. *et* C. *uxori ejus, quod tenant* J. B. *Fratr.* R. B. *Conven. de uno Meſs. duobus Toftis, duabus acr. prati, decem acr. terræ, duodecim acr. paſturæ, et duabus acr. boſci, cum pertin. in* H. *Et niſi*, &c.

Et prædictus J. *dat. Domino Regi pro licenc.*

ET eſt Concordia talis, ſcil. Quod predicti *A. R. N.* et *E.* et *J. N.* et *C.* recogn. pred. Ten. cum pertin. eſſe jus ipſius *J. B.* ut ill. quæ idem *J. B.* habet de Dono predictorum *A. R. N. E. J. N.* et *C.* Et ill. remiſs. et quiet. clam. de ipſis *A. R. N. E. J. C.* & hered. prædictorum *E.* et *C.* prædicto *J. B.* et hæred. ſuis in perpetuum. Et preterea iidem *A. R. N.* et *E.* et *J. N.* *C.* conceſſer. pro ſe et hered. ipſarum *E.* et *C.* quod ipſi warran. prædicto *J. J. B.* & hered. ſuis pred. Ten. cum pertin. contra omnes homines in perpetuum.

Et pro hac Recogn. quiet. clam. Warr. Fine et Concord. iidem *I B.* conceſſit præfat. ten. predicta, cum pertin. et ill. ei reddidit in eadem. Cur habend. eidem *A.* et hæred. Maſcul. de corpore ſuo exeuntibus, Tenend. de Capit. Domino feod. illius per anc. quæ ad præd. ten. pertinent. in perpetuum.

Et ſi contingat quod idem *A.* obierit ſine hæred. Maſcul. de corpore ſuo exeuntibus; Tunc poſt deceſſum ipſius *A.* prædicta ten. cum pertin. reman. *J. B.* fratr. prædicti *A.* et hæred. Maſcul. de corpore ſuo exeun. Tenend. de Capit. Domino feod. illius per anc. quæ ad prædicta Ten. cum pertin. pertinent, in perpetuum.

Et ſi contingat quod idem *J. B.* frater predicti *A.* obierit ſine hered. Maſcul. de corpore ſuo exeunt. tunc poteſt deceſſum ipſius *J.* fratris predicti *A.* prædicta ten. cum pertin. integre remaneant *R. B.* fratri prædicti *A.* & hered. Maſcul. de corpore ſuo exeun. Tenend. &c.

Eſſex. ſſ. *Pr.* W. M. *Armigero & A. uxori ejus, quod teneant* T. P. *& A. uxori ejus convention. inter eos factam de duobus Meſſuag. Octoginț. acr. terræ, Oct. acr. prati, Trigint. acr. Paſturæ, cum pertin. in* G. S. &c. *Et niſi*, &c.

Et prædictus T. *Dat Domino Regi pro licenc.*

ET eſt concordia talis, ſcilicet, Quod prædict. *W.* & *A.* uxor ejus recogn. prædictam Ten. cum pertin. eſſe jus ipſius E. ut ill. quæ iidem *T.* & *A.* uxor ejus habent de Dono prædictorum *W.* & *A.* uxori ejus. Et ill. remiſ. & quiet. clam de ipſis *W.* et *A.* uxore ejus, & hæred. ipſius *W.* prædictis *T.* et *A.* uxori ejus, et hered. ipſius *T.* in perpetuum. Et preterea iidem *W.* et *A.* uxor ejus conceſſerunt pro ſe & hered. ipſius *W.* Quod ipſi warran. pred. *T.* & *A.* uxori ejus et hered. ipſius predicta cum pertin. contra omnes homines in perpetuum. Et pro hac recogn. &c.

Norff. ſſ. *Pr.* H. H. *& C. uxori ejus, quod teneant* J. P. *Convention. inter eos factam de uno Meſſuag. duabus acr. terræ, & decem acr. jampnorum & bruere, cum pertinen. in* N. *&* C. *Et niſi*, &c.

ET eſt concordia talis, ſcilicet, Quod prædicti *H.* & *C.* recogn. Ten. præd. cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* habet de Dono prædictorum *H.* & *C.* Et ill. remiſer. & quiet. clam. de ipſis *H.* & *C.* & hered. ipſius *C.* prefat. *J.* & hered. ſuis in perpetuum. Et preterea iidem *H.* & *C.* conceſs. pro ſe & hered. ipſius *H.* quod ipſi warran. prefat. *J.* & hered. ſuis Ten. pred. cum pertin. contra omnes homines in perpetuum. Et pro hac &c.

Lincoln. ff. *Pr.* G. F. *Armigero &* M. *uxori ejus, quod teneant* R. P. *Armigero Convencionem inter eos factam de Medietat. Manerii de* V. *cum pertin. nec non de medietat. quadragint. Meſſ. Vigint. Cotag. ſexagint. Gardin. ſexagint. Pomar. duarum mill. acrarum terræ, acr. prati, mill. acr. jampnorum & bruere, centum acr. Mariſci, & centum ſolid. reddid. cum pertin. in* V. *Et niſi*, &c.

ET eſt concordia talis, ſcil. Quod prædicti, *G.* & *M.* recogn. prædictas medietates Manerii, Ten. & Reddit. pred. cum pertinen. eſſe

ipſius *R.* ut ill. quas idem habet de Dono predictorum *A.* & *M.* Et ill. remiſer. & quiet. clam. de ipſis *G.* & *M.* & hered. ipſius *M.* prefat. *R.* & hered. ſuis in perpetuum. Et præterea iidem *G.* & *M.* conceſſerunt pro ſe & hered. ipſius *M.* quod ipſi warran. prefat. *R.* & hered. ſuis prædictas medietates prædictorum Manerii Ten. & Reddit. cum pertinen. contra omnes homines in perpetuum. Et pro hac &c.

Ware. ſſ. *Pr.* N. B. *quod juſte &c. tenent* T. R. & M.R. *filiæ ejuſdem* T. *Conven. inter eos factam de uno Meſſuag. Cent. acr. terræ, Quadragint. acr. prati, Centum acr. Paſturæ, duodecim acr. boſci, & uno Quarr. Lapidum, cum pertin. in* H. B. & R. *in Com. prad. Et niſi* &c.

ET eſt Concordia talis, ſcilicet, Quod prædictus *N.* recogn. Ten. prædicta cum pertinen. eſſe jus ipſius *M.* ut illa quæ iidem *T.* & *M.* habeat de Dono prædicti *N.* Et ill. remiſer. & quiet. clam. de ſe & hered. ſuis prefat. *T.* & *M.* & hered ipſius *M.* in perpetuum. Et præterea idem *N.* conceſſ. pro ſe & hered. ſuis, quod ipſi warran. Ten. prædicta cum pertin. prefat. *T.* & *M.* & hered. ipſius *M.* contra omnes homines in perpetuum.

Norff. ſſ. *Pr.* J. C. *filio et hered.* T. C. *defunct. et* R.B. *Clerico, quod teneant* T. G. *ſen. Armigero Convention.* &c. *de uno Meſſuag. Trigint. et Tribus acr. terræ, ſex acr. prati, Quinquagin et duabus acr. paſturæ, duabus acr. boſci, et quadragint. ſolidat. reddit. cum pertinen. in* T. J. &c. *Et niſi*, &c.

ET eſt Concordia talis, ſcil. Quod pred. *J.* et *R.* recogn. Ten. et Reddit. pred. cum pertin. eſſe jus ipſius *T.* ut ill. quæ idem *T.* habet de Dono predictorum *J.* et *R.* Et ill. remiſs. et quiet. clam. de ſe et hered. ſuis predict. *T.* et hered ſuis in perpetuum. Et preterea idem *J.* conceſſit pro ſe et hered. ſuis, Quod ipſi warran. Ten. et Reddit. pred. cum pertin. prefat. *T.* & hered. ſuis contra omnes homines in perpetuum.

Norff. ſſ. *Pr.* W. H. *et* E. *uxori ejus, filiæ et hered.* J. M *jun. quod teneant* R. F. *et* W. M. *Convention inter eos factam de uno Meſſuag. Septem. acr. et tribus Rod. terræ, cum pertin. in* S. *et* T. *Et niſi*, &c.

ET eſt Concordia talis, ſcilicet, Quod pred. *W.H.* et *E.* recogn. ten. pred. cum pertin. eſſe jus ipſorum *R.* et *VV. M.* ut ill. quæ iidem *R.* et *VV. M.* habent de Dono prædictorum *VV. H.* et *E.* Et ill remiſer. et quiet. clam. de illis et hered. ſuis præd. *R.* et *VV. M.* et hered. predicti *R. F.* in perpetuum. Et præterea iidem *VV. H.* et *E.* conceſſ. pro ſe et hered. predictæ *E*, quod ipſi warran. Ten. prædicta cum pertin. prefat. *R.* et *VV. M.* et hered. pred. *R. F.* contra omnes homines in perpetuum.

Suff. ſſ. *Pr.* T. B. *Generoſo, &* A. *uxori ejus,* G. B. *&* M. *uxori ejus, quod teneant* W. H. *conven. &c. de duobus Meſs. & duabus acr. Paſturæ, cum pertin. in* N. *&c.*

ET eſt concordia talis, ſcilicet, Quod prædicti *T.* & *A. G.* & *M.* recogn. Ten. præd. cum pertinen. eſſe jus prædicti *W.* ut ill. quæ idem *W.* habet de Dono prædictorum *T,* & *A, G,* & *M.* Et ill. remiſ. & quiet. clam. de ſe & hæred. ſuis præd. *W,* & hered. ſuis in perpetuum. Et præterea prædicti *T,* & *A, G* & *M,* conceſſ. pro ſe & hered. predictæ *M.* quod ipſi warran. predict. *W.* & hered. ſuis Ten. predictum cum pertin. contra ipſos *T.* & *G.* & hered. ſuos in perpetuum.

Lanc. ſſ. *Pr.* J, M, *&* A, *uxori ejus, quod juſte, &c. teneant.* J, S, *Conventionem inter eos factam de quatuor Meſſuag. quatuor Gardinis, & tribus acr. terræ, cum pertinen. in* S, *&* B. *Et niſi, &c.*

ET eſt concordia talis, ſcilicet, Quod prædicti *J,* M, & *A.* recogn. Ten. prædict. cum pertinen. eſſe jus prædicti *J, S,* ut ill. quæ idem *J, S,* habet de Dono prædictorum *J, M,* & *A.* Et ill. remiſer. & quiet. clam. de ipſis *J, M,* & *A,* & hered. ipſius *A.* prefat. *J, S.* & hered. ſuis in perpetuum. Et prefat. iidem *J, M,* & *A,* conceſſerunt pro ſe & hered. ipſius *A,* quod ipſi warr. Ten. pred. cum pertinen. prefat. *J,* & hered. ſuis contra omnes homines in perpetuum. Et pro hac &c.

Bed. ſſ. *Pr.* J, A, *&* A, *uxori ejus,* P, J, *&* A, *uxori ejus, Filiabus & hæred.* W, W, *alias dict.* W, B, *quod juſte,* &c. *teneant* J, M, *Mil. Domino* M. *Convencionem* , &c. *de uno Meſſuag. uno Toft. uno Gardino, quinque acr. terræ, duabus acr. prati, & decem acr. paſturæ, cum pertin. in* S, *&* K. *Et niſi,* &c.

ET eſt concordia talis, ſcil. Quod prædicti, *I, A, A, P,* & *A,* recogn. Ten. pred. cum pertin. eſſe jus ipſius *I.* Domini *M.* ut ill. quæ idem *I.* Dominus *M.* habet de dono predictorum *I, A, A, P,* & *A.* Et ill. remiſer. & quiet. clam. de ipſis *I, A, A, P,* & *A,* & hered. ipſarum *A* & *A,* predict. *I,* Domino *M,* & hered. ſuis in perpetuum. Et preterea iidem *I, A, A, P,* & *A,* conceſs. pro ſe & hered. ipſarum *A,* & *A,* quod ipſi warran. predicto *I,* Domino *M.* & hered. ſuis predicta Ten. cum pertin. contra omnes homines in perpetuum. Et pro hac, &c.

Norfſſ.

Norff. ff. *Pr.* R. G. *et* M. *uxori ejus, quod juſte, &c. tenet* R. H. *Convent. &c. de quatuor acris paſturæ, cum pertin. in* M. &c.

ET eſt Concordia talis, ſcil. Quod prædicti *R.* et *M.* recogn. prædict. quatuor acras paſturæ cum pertin. eſſe jus ipſius *R.* ut ill. quæ habet de Dono prædictorum *R.* et *M.* Et ill. remiſer. et quiet. clam. de præfat. *R.* et *M.* et hered. ſuis, in perpetuum. Et præterea iidem *R.* & *M.* conceſſer. pro ſe & hered. ipſius *M.* quod ipſi warran. prædict. quatuor acr. paſturæ cum pertin. præfat. *R.* & hered. ſuis contra omnes homines in perpetuum. Pro qua quidem fine &c. idem *R.* dedit præfat. *R.* et *M.* xxl.

Norff. ff. *Pr.* J. B. *et* C. *uxori ejus, et* J. A. *et* C. *uxori ejus, quod teneant* R. S. *Convention. &c. de duobus Meſſuagiis, Tresdecim acr. terræ, Tribus acris prati. Duabus acris Paſturæ, & quatuor acr. boſci, cum pertin. in* K. *Et niſi &c.*

ET eſt Concordia talis, ſcilicet, Quod prædicti *J.* et *C.* et *I. A.* et *C.* recogn. tenement. prædict. cum pertin. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de Dono prædictorum *J.* et *C.* et *I. A.* et *C.* Et ill. remiſer. et quiet. clam. de ſe et hered. ſuis prædicto *R.* et hered. ſuis in perpetuum. Et præterea iidem *J.* et *C.* et *I. A.* et *C.* conceſs. pro ſe et hered ipſarum *C.* et *C.* quod ipſi warran ten. prædicta cum pertin. præfat. *R.* et hered. ſuis contra prædictos *C.* et *C.* et hered. ſuos in perpetuum.

Buck. ff. *Pr.* W. B. *et* A. *uxori ejus, quod juſte, &c. teneant* J. F. *et* M. *uxori ejus Conven. inter eos factam de duobus Meſſuagiis, uno Toſto, duobus Cotagiis, duobus Gardinis, vigint. acr. terræ, quatuor acr. prati, duabus acr. boſci, cum pertin. in* M. *et* A. *Et niſi &c.*

ET eſt Concordia talis, Quod prædicti *W. B* et *A.* recogn ten. præd. cum pertin. eſſe jus ipſorum *J. F.* et *M.* ut ill. que idem *J* et *M.* habent de Dono prædictorum *W.* et *A.* Et ill. remiſer. et quiet. clam. de ipſis *W.* et *A.* et hered ipſius *A.* præfat. *J* et *M.* et hered. ipſius *J.* Et preterea iidem *W.* et *A.* conceſſerunt pro ſe et hered. ipſius *W.* Quod ipſi warran. præfat. *J* et *M.* et hered. ipſius ten prædicta cum pertin. contra omnes homines in perpetuum. & pro hac, &c.

Norff. ff. *Pr.* G. C. *genteroſo et* B. *uxori ejus, quod juſte, &c. teneant* J. M. *genteroſo Conventionem, &c. de manerio de* B. *cum pertin. ac de quinque Meſſuagis, quingent. acr. terræ, Centum acr. prati, quadringent. acr. Boſci, et vigint. et unum Redd. cum pertin. in* B. F. G. *et* R. *Et niſi, &c.*

ET eſt concordia talis, ſcilicet, Quod prædicti *G.* et *B.* recogn. Manerium tent et Redd. præd. cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* habet de Dono prædictorum *G.* et *B.* Et ill. remiſer. et quiet. clam. de ipſius *G.* et *B.*

et hered. ipſorum *G.* et *B.* predicto *J.* et hered. ſuis in perpetuum. Et preterea iidem *G.* et *B.* conceſs. pro ſe et hered. ipſius *B.* quod ipſi warran. Manerium, ten. et reddit. præd. cum pertin. prædicto *J.* et hered. ſuis contra ipſos *G.* et *B.* et hered. ipſius *B.* in perpetuum.

Norff. ſſ. *Pr.* G.H. *Armigero et* K. *uxori ejus, quod tenant* A. D. *Milit. et* E.B. *Armigero Convent.* &c. *de Maneriis de* L.B. &c. *cum pertin. ac de quadragint. Meſsuag. vigint. Toft. mill. acr. terræ, ducent. acr. prati, mill. acris paſturæ, centum acris Boſci, ducent. acris more, duabus mille acris ſamp. et Bruer. et decem libris Reddit. cum pertin. in* L.B. &c. *ac de Trium Faldagiorum cum pertin. in* L. &c. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *G.* et *K.* recogn. manerium, reddit. et prædicta cum pertin. eſſe jus ipſius *A.* ut ill. quæ iidem *A.* et *T.* habent de Dono prædictorum *G.* et *K.* Et ill. remiſer. et quiet. clam. de ipſis *G.* et *L.* et hered. ipſius *K.* prædict. *A.* et *T.* et hered. ipſius *A.* maneria, ten. reddit. et præd. cum pertin. contra ipſos *G.* et *K.* et hered. ipſius *K.* in perpetuum. Et pro hac &c.

North. ſſ. *Pr.* W. *Comiti* D.G.H. *et* W. E. *quod juſte* &c. *teneant* R. B. *et* E. B. *generoſis Conventionem,* &c. *de manerio de* D. *cum pertin. ac de quindecim Meſsuagiis, uno Molendino Aquatico, vigint. Gardinis, trecentis acr. terræ, centum et ſexaginta acr. prati. quingentis acr. paſturæ, viginti acr. boſci, ducent. acr. ſamp. et Bruer. cum pertin. in* B. *Et niſi* &c.

ET eſt concordia talis, Quod predicti Comes *G.* et *W.* recogn. Manerium, et ten. prædict. cum pertin. eſse jus ipſius *R.* ut ill. quæ iidem *R.* ac prædicti *E.* habent de dono prædictorum Comitis *G.* et *VV.* Et ill. remiſer. et quiet. clam. de ipſis Comite *G.* et *VV.* et hæred. ipſius Comitis præfat. *R.* et *E.* et heredibus ipſius *R.* in perpetuum. Et præterea idem Comes conceſs. pro ſe et hered. ſuis, quod ipſi warran. Manerium, et ten. prædict. cum pertin. præfat. *R.* et *E.* et hered. ipſius *R.* contra omnes homines in perpetuum.

Et pro hac Recogn. remiſ. quiet. clam. Warran. Fine et Concord. iidem *R.* et E. conceſserunt manerium, et ten. pred. cum pertin. præfat. *G. B.* et *VV. E.* Et ill. ejus reddiderunt in ead. Cur habend. et tenen. eiſdem *G.* et *VV.* a Feſto Sancti Michaelis Arch. prox ſequen. pro Termino Quinquaginta et Octo annorum extunc prox. ſequen. et plenar. complend. reddend. inde annuatim prædictis *R.* et *E.* et hered. ipſius *R.* toto termin. præd. triginta et unam libras, ad duos anni terminos, videl. ad Feſtum Annunciationis beatæ Mariæ, et Sancti Michaelis Arch. per equales portiones annuatim ſolvend. Prima ſolucione inde incipiente ad illum feſtum feſtorum prædictorum quod prox. poſt deceſsum cujuſdem *G. S.* milit. fore contingerit.

Et ſi contingat prædictum Reddit. trigint. et unius librarum poſt deceſsum prædicti

præfati *H.S.* aretro fore in parte vel in toto poſt aliquod feſtum feſtorum prædictorum, quo ut præfertur ſolvi debeat, non ſolut. quod tunc bene licebit prædict. *R.* et *E.* et hered. ipſius *R.* in Manerium et ten. præd. cum pertin. intrare et diſtringere, diſtrictioneſque ſic ibidem capt. et habit. lic. abducere, aſportare, et ac penes ſe retinere, quouſq; de præd. Reddit. triginț. et unius librarum cum arreragiis ejuſdem, ei quæ fuerunt, plenarie fuit ſatisfact. et perſolut. conceſerunt etiam prædicti *R.* et *E.* præfat. comiti manerium et tenementa cum pertin. ac predictum Redditum triginta et unius librarum poſt deceſsum præfat. *G.S.* et ill. ei reddider. in eadem cur. habend. et tenend. eidem Comiti et hered. ſuis de capital. Dom. feodi illius per ſervitia prius inde debit. et quæ ad prædict. maner. et ten. cum pertin. pertinent, in perpetuum.

Elizabeth. Dei Gratia Angliæ, Franciæ et Hiberniæ, Regina, Fidei Defenſor, &c. Omnibus ad quos preſentes Literæ noſtræ pervenerint. Sciatis quod inter placita de placitis ter. irroculat. apud Weſtm. coram *E. A.* Milite et ſociis ſuis Juſtic. noſtris de Banco Termino Sancti Michaelis, Annis Regni noſtri Viceſimo Nono et Triceſimo, Rot. lxxxxi. continent. ſic. Suſſex ſſ. *VV.* E. generoſus in propria perſona ſua petit verſus *F.H.* generoſum, *J.A.* Seniorem, et *J.A.* Juniorem, un. Meſuag. Quadraginta acras terræ, triginta et duas acras prati, triginta acras paſturæ, & viginti et Sex acras boſci, cum partin. in *N.* et *VV.* ut jus et hereditatem ſuam, Et in quæ idem *F.I.* et *I.* non habent ingreſſum niſi poſt diſſeiſ. quam *H.H.* inde injuſte, et ſine judicio fecit prefat. *W.* infra triginta annos jam ultimos elapſos, &c. Et prædicti *F.I.* et *I.* per *R.M.* Attorn. ſun. ven. Et alias voc. inde ad war. *T.B.* militem, qui modo per ſuum ei in Com. predicto factum per *I.C.* Attorn. ſuum ven. Et gratis tenementa predicta cum pertin. eis war. &c. Et ſuper hoc predictus *VV.* pet. verſus *E.* tenen. per war. ſuam tenementa predicta cum pertin. in forma predicta, &c. Et unde dic quod ipſemet fuit ſeiſit. de ten. predictis cum pertin. Dominico ſuo ut de feodo ut jure, tempore pacis, tempore Dom. Reginæ nunc capiend. inde expleſs. ad valentiam, &c. Et in quæ, &c. et inde produc. ſectam, &c. et prædictus *T.* tenens per war. ſuam defend. jus ſuum quando, &c. Et ulterius voc. inde ad war. *D.H.* qui preſens eſt hic in cur. in propria perſona ſua, et gratis tenementa prædicta cum pertin. ei war. &c. Et ſuper hoc prædictus *VV.* pet. verſus ipſum *D.* tenend per war. ſuam tenementa prædicta cum pertin. in forma prædicta, &c. et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis cum pertin. in dominico, ſuo ut de feodo et jure, tempore pacis tempore Dominæ Reginæ nunc capiend. inde expleſs ad valenc. &c. Et in quæ, &c. et inde produc. ſectam, &c. et prædictus *D.* tenens per war. ſuam defend. jus ſuum quando, &c. et dic. quod prædictus *H.* non diſſeiſ. præfat *W.* de tenentis prædict. cum pertin. prout idem *W.* per Breve & Narrationem ſua prædicta ſuperius ſuppon. Et de hoc pon. ſe ſuper Patriam, &c. et predictus *W.* pet. licenc. inde interloquendi, et habet, &c. et poſtea idem *W.* reven. hic in cur. iſto eodem Termino in propria perſona ſua. Et prædictus *D.* licet ſolempnit. exact non reven. ſed in contemptum cur. receſſit et defalt. fac. Id. conſ. eſt quod prædictus *W.* recuperet ſeiſinam ſuam verſus præfat. *F.I.* et *I.* de tenementis predict. cum pertin. et quod idem *F.I.* et *I.* habeant deter. prædicti *T.* ad valenc. &c. et

quod

quod idem *T.* ulterius habeat de terr. prædicti *D.* ad valenc. &c. et idem D. in noſtra, &c. Et ſuper hoc prædictus *W.* per. breve Dominæ Reginæ Vic. Com. præd. dirigend. de habere faciend. ei plenariam ſeiſinam de Tenementis prædictis cum pertin. et ei conceditur retornabile hic &c. poſtea ſcil. Viceſimo Octavo die Novemb. is, iſto eodem termino ven. hic in cur. prædictus *W.* in propria perſona, et vic. videl *N. P.* Ar. modo mand. quod ipſe vicitute brevis illius ſibi dir. Viceſimo quarto die Novembris ultimo præterito habere fecit præfat. *W.* plenariam ſeiſinam de Tenementis Predictis cum pertin. prout per Brevium illud ſibi præceptum fuit, &c. Quæ omnia & ſingula ad requiſitionem prædicti *W.* tenore præſentium duximus exemplificand. In cujus rei teſtimon. ſigillum noſtrum ad Brevium in Banco præd. figillandi deputat. præſentibus ſupponi fecimus *T. E. A.* apud Weſtm. xxvii. die Novemb. Anno Regni Noſtri xxx.

Bed. ſſ. *Pr.* C. D. *quod juſte* &c. *Ten.* H. F. *Con.* &c. *de Manerio de* M. *alias* M. *cum pertin. Ac de duobus Meſſuagiis, duobus Cotagiis, duobus Gardinis, duobus Pomar. Ducentis et Quadraginta acris terra, viginti acris prati, Quadraginta acris Paſturæ, una acra boſci, et decem ſolidat. reddit. cum pertin. in* T. B &c. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædictus *C.* recogn. Manerium, Tenementa, et reddit. prædict cum pertin. eſſe jus ipſius *H.* ut ill. quæ idem *H.* habet de dono prædicti *C.* et ill. remiſs. et quiet. clam. de. ſe et hæred. ſuis præfat. *H.* et hered. ſuis in perpetuum. Et præterea idem *G.* conceſs. pro ſe et hæred. ſuis quod ipſe warrant. Manerium, Tenementa, et reddit. prædict. cum pertin. præfat. *H.* et hæred. ſuis contra omnes homines in perpetuum. Et pro hac, &c.

Hert. ſſ. *Pr.* W. *G. et* E. *uxori ejus filiæ et hæred.* G. B. *defunct. quod juſte* &c. *ten.* G. H. *Con.* &c. *de duobus acris terra, cum pertin. in* B. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædict. *VV.* et *E.* recogn. Tenementa prædicta cum pertin. eſſe jus ipſius *G.* ut ill. quæ idem *G.* habet de dono prædictorum *VV.* et E. Et illa remiſ. et quiet. clam. de ſe & hæred. ſuis præfat. *G.* et hæred. ſuis in perpetuum. Et præterea prædicti *VV.* et *E.* conceſs. pro ſe et hæred. ipſius E. quod ipſi warrant. Tenementa prædicta cum pertin. præfat. *G.* et hered. ſuis contra ipſos *VV.* et *E.* et hered. ipſius *E.* ac contra hered. prædicti *G. B.* in perpetuum. Et pro hac, &c.

Oxon. ſſ. *Pr.* W. M. *Armigero*, *et* R. H. *quod juſte* &c. *ten.* E. K. *generoſo Con.* &c. *de una acra terra, & quatuor acris prati, cum pertin. in* M. *Et niſi* &c.

ET eſt Concordia talis, ſcil, Quod prædicti *VV.* et *R.* recogn. tenementa prædicta cum pertin. eſse jus ipſius E. ut ill. quæ idem *E.* habet de dono prædictorum *VV.* et *R.* Et illa remiſ. et quiet. clam. de ſe et hæred ſuis præfat.

E.

R. et hered. ſuis in perpetuum. Et præterea prædictus *VV.* conceſs. pro ſe et hered. ſuis, quod ipſi warrant. Tenementa prædicta cum pertin. præfat. *E.* et hered. ſuis contra ipſum *VV.* & hered. ſuos in perpetuum. Et inſuper prædictus *R.* conceſs. pro ſe & hered. ſuis, quod ipſi warrant. tenementa prædicta cum pertinen. præfat. *E.* & hered. ſuis contra ipſum *R.* & hered. ſuos ac contra omnes al. clam. per ipſum *R.* vel *R. H.* defunct. Avunculum ipſius *R.* ſeu eorum aliquem in perpetuum. Et pro hac, &c.

Hertf. ſſ. Pr. E. W. *generoſo, et* E. *uxori ejus, quod juſte* &c. *ten.* T. V. *Militi, et* G. *uxori ejus Con.* &c. *de Centum et Octoginta acris terræ, duabus acris prati, decem acris Paſturæ, et viginti acris boſci, cum pertin. in* B. *Et niſi* &c.

ET eſt Concordia talis, ſcilicet, Quod pred. Ed. & E. recogn. tenementa prædicta cum pertin. eſſe jus ipſius *T.* ut ill. quæ idem *T.* & *G.* habent de dono prædict. *Ed* & *E.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis præfat. *T.* & *G.* & hered. ipſius *T.* in perpetuum. Et preterea predicti *Ed.* & *E.* conceſs. pro ſe & hered. ipſius *Ed.* quod ipſi warran. tenementa prædicta cum pertin. contra ipſos *Ed.* & hered. ipſius *Ed.* ac contra hered. *T. VV.* generoſo defunct. in perpetuum. Et pro hac, &c.

Hertf. ſſ. Pr. J. S. *Vidua, quod juſte* &c. *ten.* J. M. *&* J. C. *Con.* &c. *de medietate unius Meſſuagii, et unius Gardini, cum pertin. in* B. *Et niſi*, &c.

ET eſt Concordia talis, ſcil. Quod prædicta *J. S.* recogn. medietatem prædictam cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* & *J. C.* habent de dono prædictæ *J. S.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis præfat. *J.* & *J. C.* & hered. ipſius *J.* in perpetuum. Et preterea prædicta *J. S.* conceſs. pro ſe & hered. ſuis, quod ipſi warrant. medietatem prædictam cum pertin. præfat. *J.* & *J. C.* & hered. ipſius *J.* contra ipſam *J. S.* & hered. ſuos in perpetuum. Et pro hac, &c.

Hunt. ſſ. Pr. C. F. *generoſo quod juſte* &c. *ten* J. F. *generoſo Con.* &c. *de Manerio de* B. *cum pertin. ac de quindecim Meſſuagiis, ſex Toftis, uno Molendino, duodecim Gardinis, quingentis acris Terræ, centum & quinquaginta acris Prati, mille acris Paſturæ, quadraginta acris Boſci, trecentis acris jampnor. et bruere, decem ſolidat. reddit. et communia paſturæ pro omnibus averiis, cum pertin. in* B. &c. *ac de medietate manerii de* V. *cum pertin. nec non de advocatione Eccleſiæ de* B. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod infra nominat. *C.* recogn. infra ſcript. Manerium, Tenements, Communium Paſtur. & medietatem, cum pertin. ac advocationem præd. eſſe jus infra nominat. *J.* Et ill. remiſ. & quiet. clam. de ſe & hæred. ſuis prædicto *J.* & hæred. ſuis in perpetuum. Et præterea idem *C.* conceſs. pro ſe & hered. ſuis quod ipſi warrant. prædicto *J.* & hered. ſuis prædicta Maner. Ten. communiam Paſturæ, & medietatem, cum pertin. ac advocacionem

tionem prædictam contra prædict. *C.* & heredes ſuos in perpetuum. Et pro hac &c.

Buck. ſſ. *Pr.* N. H. *Mil. et* B. *uxori ejus, quod juſte* &c *ten.* R. N. *Con.* &c. *de uno Meſſuagio, uno Gardino, uno Pomario, viginti et ſex acris terræ, ſeptem acris prati, et ſex acris Paſturæ, cum pertin. in* W. *et* R. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *N.* & B. recogn. Tenementa prædicta cum pertinen. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *N.* & *B.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis præfat. *R.* & hered. ſuis in perpetuum. Et præterea prædicti *N.* & B. conceſſ. pro ſe & hered ipſius *N.* quod ipſi warrant. Tenementa prædicta cum pertin. præfat *R.* & hered. ſuis contra ipſos *N.* & *B.* & hered. ipſius *N.* ac contra *T.* *H.* Armigerum defunct. Patrem predicti *N.* & hered. ipſius *T.* ac contra *G. H.* Armigerum defunct. fratrem predicti *N.* & hered. ipſius *G.* ac contra *R. H.* Armigerum fratrem prædicti *N.* & hered. ipſius *R.* ac contra omnes alios clam. per prædictos *N. B. T. G.* & *R. H.* ſeu eorum aliquem in perpetuum. Et pro hac &c.

Bucks. ſſ. *Pr.* J. S. *et* M. *uxori ejus, et* R. S. *fratri prædicti* J. *et* A. *uxori ejus, quod juſte* &c. *ten.* R O. *Con.* &c. *de viginti et duabus acris terra, cum pert. in* T. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *J.* & *M.* uxor ejus, & *R.* & *A.* uxor ejus, recogn. Tenementa prædicta cum pertin. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *J.* & *M.* & *R.* & *A.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis præfat *R.* & hæred. ſuis in perpetuum. Et præterea pred. cti *J.* & *M.* conceſſ. pro ſe & hæred. ipſius *J.* quod ipſi warrant. Tenementa prædicta cum pertin. præfat. *R.* & hered. ſuis contra ipſos *J.* & *M.* & hered. ipſius *J.* ac contra hered. *T. S.* defunct. Avum prædicti *J.* in perpetuum. Et inſuper predicti *R.* & *A.* conceſs. pro ſe & hered. ipſius *R.* quod ipſi warrant. tenementa predicta cum pertinen. præfat. *R.* & hered. ſuis contra ipſos *R.* & *A.* & hered ipſius *R.* ac contra hered. *T S.* defunct. patris predicti *R.* in perpetuum. Et pro hac &c.

Bucks. ſſ. *Pr.* J. T. *Militi et* L. *uxori ejus, quod juſte* &c *ten.* T. D. *Con.* &c. *de Manerio de* H. *cum pertin. Ac de duobus Meſſuagiis, uno Molendino ventritico, uno Columbar. Centum & Quinquaginta acris terræ, ſex acris prati, viginti acris Paſturæ, viginti acris boſci, Centum acris jampnorum et bruire, et Centum ſolidat. reddit. cum pertin. in* H. &c. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *J.* & *L.* recogn. Manerium, tenementa & reddit. prædict. cum pertin. eſſe jus ipſius *T.* ut ill. quæ idem *T.* habet de dono prædictorum *J.* & *L.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis præfat. *T* & hered. ſuis in perpetuum. Et præterea prædict *J.* & *L.* conceſs. pro ſe & hered. ipſius *J.* quod ipſi warrant. manerium, tenementa,

&

et reddit predict. cum pertin. preſat. *T.* et hered. ſuis contra ipſos *J.* et *L.* et hered. ipſius *J.* in perpetuum. Et pro hac, &c.

Suſſex. ſſ. *Pr.* R.W. *Militi* J.W. *Armigero*, H.W. *Armigero*, *et* T W. *Armigero, quod juſte* &c. *Ten.* H.A. *in Medicinis Doctori*, T.P. *Militi*, & R.T. *Armigero*, *Con.* &c. *de Manerio de* B *cum pertin. Ac de decem & octo Meſſuagiis, ſex toftis, duobus Columbar. ſexdecim Gardinis, ſexdecim Pomariis, quingentis acris terræ, centum acris prati, quingentis acris Paſturæ, centum acris boſci, quadraginta ſolidat. redait. libera Warena, Viſ. Franc-Pleg. Catall. Waviat. & exthur. bonis & Catallis Felonum & fugitorum cum pertin. in* B. &c. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *R. I. H. VV.* et *T.W.* recogn. prædict. Manerium, Tenementa, reddit. liberam Warrennam, Viſ. Franc-Pleg. Catalla, waviat. & exthur. et bona et catalla felon. et fugitorum cum pertin. eſſe jus ipſius *H. A.* ut ill. quæ idem *H. A. T. P.* et *R.* habent de dono prædictorum *R. I. H. W.* et *T. W.* Et illa remiſ. et quiet. clam. de ſe & hæred. ſuis prædictis *H. A. T. P.* et *R.* et hæred. ipſius *H. A.* in perpetuum. Et præterea prædictus *R.* conceſs. pro ſe et hæred. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et *R.* et hered. ipſius *H. A.* prædict. Manerium, Tenementa, reddit. liberam Warrennam, Viſc. Franc-Pleg. Catalla, Waviat. et exthur. et bona et catalla felon. fugitorum cum pertin. contra prædict. *R.* et hæred. ſuos in perpetuum. Et ulterius prædictus *J.* conceſſ. pro ſe & hered. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et *R.* & hered ipſius *H. A.* prædict. Manerium, Tenementa, reddit. liberam Warrennam, Viſ. Franc-Pleg. Catalla, Waviat. et exthur. et bona et Catalla felon. et fugitorum cum pertin. contra prædictum *I.* et hered. ſuos in perpetuum. Et etiam prædictus *H. W.* conceſs. pro ſe et hered. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et *R.* et hered. ipſius *H. A.* prædict. Manerium, tenementa, reddit. liberam Warrennam. Viſ. Franc-Pleg. catalla, wavia, et exthur. & bona et catalla felon. et fugitorum cum pertin. contra prædict. *H. VV.* et hæred. ſuos in perpetuum. Et etiam prædictus *T. VV.* conceſſ. pro ſe et hered. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et *R.* et hered. ipſius *H. A.* prædict. Manerium, Tenementa, Reddit. liberam Warrennam, Viſc. Franc-Pleg. Catalla, Waviat. & Exthur. et bona et catalla felon. et fugitorum cum pertin. contra prædictum *T. VV.* et hered. ſuos in perpetuum. Et pro hac, &c.

Suſſex. ſſ. *Pr.* R.V. *quod juſte*, &c. *ten.* T.C. *Armigero*, J.C. *Armigero*, *et* A. C. *Armigero*, *Con.* &c. *de manerio de* S. *cum pertin. ac de uno Meſſuagio, uno Gardino, duobus Pomariis, triginti acris terræ, viginti acris prati, et decem acris Boſci, cum pertin. in* S. *necnon de Rectoria de* S. *cum pertin. ac de Advocatione Vicariæ Eccleſiæ de* S. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædict. *V.* recogn. Manerium, Tenementa Rectoriam prædict. cum pertin. ac advocationem prædict. eſſe jus ipſius *T.* ut ill. quæ idem *T. J.* et *A.* habent de dono prædicti *V.* Et ill. remiſ.

et

& quiet. clam. de ſe et hered. ſuis præfat. *T.* ℑ. & *A.* & hered. ipſius *T.* in perpetuum. Et præterea idem *V.* conceſſ. pro ſe & hered. ſuis quod ipſi warran. prefat. *T.* ℑ. & *A.* & hered. ipſius *T.* Manerium, Tenementa, & Rectoriam, cum pertin. ac advocationem prædict. contra ipſum *V.* & hered. ſuos, ac contra hered. *H. S.* Militis defunct. Patris ipſius *V.* ac contra hered. *W. S.* Militis defunct. Avi ipſius *V.* in perpetuum. Et pro hac &c.

Wigor. ſſ. *Pr.* S. R. *generoſo et* H. *uxori ejus*, W. P. *et* L. *uxori ejus*, W. B. *et* M. *uxori ejus, et* J. H. *et* E. *uxori ejus, quod juſte* &c. *ten.* W. R. *generoſo, et* R. G. *generoſo, Con.* &c. *de Manerio de* G. *cum pertin. ac de decem Meſſuagiis, ſexaginț. acris terræ, octoginta acris prati, ſexaginta acris paſturæ, viginti acris Boſci, decem acris ſampnorum et Bruere, et viginti ſolidat. reddit. nec non de omnibus & omnimod. decimis quibuſcunque creſcen. proven. ſive renovan. de Manerio et Tenementis prædictis cum pertin. in* M. *et* C. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod prædicti *S.* & *H. W. P.* & *L. W. B.* & *M.* et ℑ. et *T.* recogn. prædict. Manerium, Tenementa, Reddit ac decimas predict. cum pertin. eſſe jus ipſius *W. R.* ut ill. quæ idem *W. R.* et *R.* habent de dono prædictorum *S.* & *H. W. P.* & *L. W. B.* et *M.* & ℑ. & *E.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis prædictis *W. R.* & *R.* et hæred. ipſius *W. R.* in perpetuum. Et præterea predicti *S.* & *H.* conceſſ. pro ſe & hæred. ipſius *H.* quod ipſi warrant. prædictis *VV. R.* et *R.* & hered ipſius *VV. R.* prædict. Manerium, Tenementa, reddit, ac decimas prædict. cum pertin. contra ipſos *S.* et *H.* & hered. ipſius *H.* in perpetuum. Et ulterius predicti *VV. P.* & *L* conceſſ. pro ſe & hered. ipſius *L.* quod ipſi warrant. prædictis *VV. R.* et *R.* & hered. ipſius *VV. P.* predict. Manerium, Tenementa, Reddit. ac decimas prædict. cum pertinen. contra ipſos *VV. P.* et *L.* et hered. ipſius in perpetuum. Et inſuper predicti *VV. R.* et *M.* conceſſ. pro ſe & hered. ipſius *M.* quod ipſi warrant. prædictis *VV. R.* & *R.* et hered. ipſius *VV. R.* prædict. Manerium, Tenementa, Reddit. ac decimas prædict. cum pertin. contra ipſos *VV. R.* et *M.* et hered. ipſius *M.* in perpetuum. Et ulterius prædicti ℑ. et *E.* conceſſ. pro ſe et hered. ipſius *E.* quod ipſi warran. predictis *VV. R.* et *R.* et hered. ipſius *VV. R.* prædict. Manerium, Tenementa, Reddit. ac decimas prædict. cum pertin. contra ipſos ℑ. et E. et hered. ipſius E. in perpetuum. Et pro hac &c.

Hertf. ſſ. *Pr.* R. B. *Militi*, G. W. R. G. *generoſo, et* T. G. *quod juſte* &c. *ten.* T. C. *Con.* &c. *de Manerio de* R. *cum pertin. ac de quatuor Meſſuagiis, tribus Cotagiis, duobus Molendinis aquaticis, ſexcentis acris terræ, centum acris prati, ducentis acris paſturæ, et quinq. ſolidat. reddit. cum pertinen.* R. et N. *nec non de Advocatione Eccleſiæ de* R. *Et niſi*, &c.

ET eſt Concordia talis, ſcilicet, Quod prædicti *R. B. G. R. G.* et *T. G.* recogn. Maner. ten. & reddit. prædict. cum pertinen. ac Advocationem predictam, eſſe jus ipſius *T. C.* ut illa quæ idem *T.* habet de dono prædictorum *R. B. G. R. G.* et *T. G.* Et ill. remiſ. & quiet. clam. de ipſis *R. B. G. R. G.* & *T. G.* & hered. ſuis prædicto *T. C.* & hered. ſuis in perpetuum. Et

preterea idem *R. B.* conceſs. pro ſe & hered. ſuis, quod ipſi warran. prædicto *T. C.* & hered. ſuis Manerium, Ten et Reddit. predict. cum pertin. ac advocationem predictam contra predictum *R. B.* et hered. ſuos et contra *T. B.* Armigerum, filium et hered. apparen. dicti *R. B.* Militis, in perpetuum. Et ulterius idem *G.* conceſſ. pro ſe et hered. ſuis, quod ipſi warran predicto *T. C.* & hered. ſuis Manerium, Ten. et Reddit. predict. cum pertin. ac advocationem predictam, contra predictum *G.* et hered. ſuos in perpetuum. Et inſuper idem *R. G.* conceſſ. pro ſe et hered. ſuis, quod ipſi warran. predicto *T. C.* et hered. ſuis Manerium, Ten. et Reddit. predict. cum pertin ac advocationem predictam, contra predictum *R. G.* et hered. ſuos in perpetuum. Et etiam idem *T. G.* conceſſ. pro ſe et hered. ſuis, quod ipſi warran. predicto *T. C.* et hered. ſuis Manerium, Tenementa, et Reddit. predict. cum pertin. ac advocationem predictam, contra predictum *T. G.* et hered. ſuos in perpetuum. Et pro hac, &c.

Devon. ſſ. *Pr.* N. L. *Armigero, quod juſte* &c. *ten.* H. M. *Armigero, &* J. P. *Con.* &c. *de triginta Meſſuagiis, decem Cellariis, decem Shopis, tribus molendinis, uno Columbar. viginti gardinis, viginti pomariis, octogentis acris terræ, Centum acris prati, treſcentis acris Paſturæ, ſexaginta acris boſci, ducentis acris jampnorum et bruere, et duabus acris alneti, cum pertin. in* H. &c. *Ac de ſerviciis et operibus quibuſcunque tenen. Manerio de* H. *ſpectan. et pertin. Et niſi* &c.

ET eſt Concordia talis, ſcilicet, Quod prædictus *N.* recogn. Tenementa, et Servicia, et opera tenen. cum pertin. eſſe jus ipſius *H.* ut ill. quæ idem *H.* & *J.* habent de Dono prædicti *N.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis prædictis *H.* & *J.* & hered. ipſius *H.* in perpetuum. Et præterea idem *N.* conceſſ. pro ſe & hered. ſuis, quod ipſi warran. prædictis *H.* et *J.* & hered. ipſius *H.* predicta Tenementa, et Servicia, et opera, tenen. cum pertin. contra predictum *N.* et hered. ſuos in perpetuum. Et pro hac, &c.

Dorc. ſſ. *Pr.* J. W. *quod juſte* &c. *ten.* J. S. *Generoſo Con.* &c. *de uno Meſſuagio, uno horreo, uno Gardino, uno Pomario, Quadraginta acris terræ, quatuor acris Paſturæ, ac de Communia Paſturæ, pro quatuor equis, duobus bobus, et Centum et ſexagint. ovibus, cum pertin. in* C. G. Et niſi &c.

ET eſt Concordia talis, ſcilicet, Quod predictus *J. W.* recogn. predicta tenementa, et Communiam Paſturæ prædict cum pertin. eſſe jus ipſius *J. S.* ut ill. quæ iidem *J. S.* habet de Dono prædicti *J. VV.* Et ill. remiſ. et quiet. clam. de ſe et hered. ſuis prædicto *J. S.* et hered. ſuis in perpetuum. Et præterea prædictus *J. VV.* conceſſ. pro ſe et hered. ſuis quod ipſi warrant. prædicto *J. S.* et hered. ſuis prædicta Tenementa & communiam Paſturæ prædict. cum pertin. contra omnes homines in perpetuum. Et pro hac &c.

JACOBUS

JACOBUS Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ, Rex, Fidei Defenſor, &c. Omnibus ad quos preſentes Literæ noſtræ pervenerint, ſalutem. Inſpeximus pedem cujuſdem finis levat. in Com. *L.* tempore *Hen.* tertii, quondam Regis Angliæ progenitoris noſtri, de Recordo in Theſaur. Recept. Scaccarii noſtri, infra nuper Abbathiam *Weſtm.* ſub cuſtod. theſaur. et Cameratiorum noſtrorum ibidem reman. cujus quidem Recordi tenor, inter. al. ſequit. in hæc verba. Hæc eſt final. Concordia facta in Cur. Dom. Regis apud *L.* in Craſt. Aſſump. beatæ Mariæ, Anno regni Reg. *H.* filii Reg. *J.* 24. coram Roberto de Lexington, Rad. de Sulleg. Will. de Culeworth. Johan. de Nem. Roberto de Haya, et Warno Eng. Juſtic. Itinerantibus, et aliis Domini Regis fidelibus tunc ibi præſentibus, inter Richardum Abbem de Croyland, & Sim. Priore de Spanding, quer. per Nicholaum de Moreburn et Richardum Cler. poſit. loco ipſorum Abbis et Prioris, Ad lucrand. vel perdend. Et Will. de Albimaco per Arnald. de Boſco poſit. loco ſuo ad lucrand. vel perdend. de hoc, quod idem Will. exigebat Communia in terr. ipſorum Abbis & Prioris in Croyland, Spanding, Pincebek, Langetoſt, & Baſton, diſt. ipſi nullam communiam habent in terr. ipſius Will. in Offinton, Caſewick, & Talinton, nec idem Will. ſervic. eis fac. quare prædictam Commun. habere debeat, & unde Recogn. magnæ Aſſiſiæ ſuum fuit, inter eos in eadem Cur. ſc. licet, quod prædicti Abbas et Prior conceſſ. pro ſe et Succeſs. ſuis, quod prædictus Will. et hæred. ſui habeant. Commun. Paſturæ, ad omnimod. aver. ſua de Offinton, Caſewik, et Talinton, in prædictis Marif. de Croyland, Spanding. Pincebek, Langetoſt, & Baſton, in perpetuum. Et pro hac conceſſione, fine, & concordia, idem Wilhelmus conceſſ. pro ſe & hered. ſuis, quod prædicti Abbas & Prior. & Succeſſ. ſui faciant commodum et proficuum ſuum in prædictis Mariſcis de Croyland, Spanding, Pincebek, Langetoſt, et Baſton, Ita quod poſſint in prædictis Mariſcis foſſire & terram inde excolere, ſine impedimento vel contradictione ipſius, Wilhelmi vel hæred. ſuorum ſalva eidem Will. & hæred. ſuis communia ſua in prædictis Mariſcis, ſecundum quod prædict. eſt, in perpetuum. Quæ omnia et ſingula præmiſſa ad requiſitionem dilecti et fidelis ſubditi noſtri Rogeti Manuers Armiger. ſub ſigillo Scaccarii noſtri duximus exemplificand. per præſentes. In cujus rei teſtimonium.

Devon. ſſ. *Pr.* J. T. *Armigero, &* M. *uxori ejus* G. T. *generoſo, filio & hæred. appar. prædicti* J. T. *quod juſte* &c. *ten.* R. H. *generoſo Con.* &c. *de Manerio de* K. *cum pertin. ac de quatuor Meſſuagiis, quatuor Toftis, quatuor Gardin. quatuor. Pomar. quadraginta acris terræ, quindecim acris prati, quadraginta acris Paſturæ, centum acris jampnorum & bruere, & decem & ſeptem. ſolidat. & octo denarior. reddit, cum pertin. in* K. *Et niſi* &c.

ET eſt concordia talis, ſcilicet, Quod prædicti *J. M.* et *G.* recogn. prædict. Maner. Ten. et Reddit. prædict. cum pertin. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de Dono prædictorum *J. M.* et *G.* Et ill. remiſer. et quiet. clam. de ipſius *J. M.* et *G.* et hæred. ipſius *J.* præfat. *R.* et hæred. ſuis in perpetuum.

Et prætecea idem *I.* et *G.* conceſs. pro ſe et hered. ipſius *I.* quod ipſi warren', Manerium, Tenementa, et Reddit. prædict. cum pertin. præfat. *R.H.* et hered. ſuis contra ipſos *J.* et *G.* et hered. ipſius *I.* in perpetuum. Et pro hac, &c.

Bocks, ſſ. *Pr.* J.B. *ſeniori et* K. *uxori ejus, et* J. B. *quod juſte* &c. *ten.* S. M. *generoſo, Con.* &c. *de uno Meſſuagio, uno horreo, duabus acris terræ, quatuordecim. acris prati, et quadraginta et duabus acris Paſturæ, cum pertin. in* G. *ac de libera piſcaria in aqua de* E. *Et niſi* &c.

ET eſt Concordia talis, ſcil. Quod pred. *J.* & *K.* & *J.* recogn. prædict. tenementa, et liberam piſcariam cum pertin. eſſe jus ipſius *S.* ut ill. quæ idem *S.* habet de dono prædictorum *J.* & *K.* & *J.* Et ill. remiſs. & quiet. clam. de ſe & hered. ſuis prædicto *S.* & hered. ſuis in perpetuum. Et preterea idem *J.B* et *K.* conceſs. pro ſe & hered. ipſius *J.* quod ipſi warrant. prædicto *S.* & hered ſuis, predicta ten. & liberam piſcariam, cum pertin. contra ipſos *J. B.* & *K.* hered. ipſius *J.* in perpetuum. Et ulterius idem *J. B.* conceſs. pro ſe et hered. ſuis quod ipſi warrant. prædicto *S.* & hæred. ſuis predict. ten. & liberam piſcariam, cum pertin. contra prædict. *J. B.* & hered. Et pro hac, &c.

Warr. ſſ. *Pr.* T.H. *generoſo et* F. *uxori ejus, quod juſte* &c. *ten.* J.H. *Armigero, &* A.B. *Armigero, Con.* &c. *de duobus Meſſuagiis, Octo Cottagiis, novem Gardinis, novem Pomariis, Centum acris terræ, Centum acris prati, ducentis acris Paſturæ, Centum acris boſci, quinquaginta acris Jampnorum et bruere, et viginti acr. terræ, aqua cooperta, cum pertin. in* S. *Et niſi*, &c.

ET eſt Concordia talis, ſcil. Quod prædicti *T.* et *F.* recogn. prædicta Ten. cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* & *A.* haben: de dono prædict. *T.* et *F.* Et ill. remiſ. & quiet. clam. de ſe & hered. ſuis præfat. *J.* & *A.* & hered. ipſius *J.* in perpetuum. Et preterea idem *T.* et *F.* conceſs. pro ſe & hered. ipſius *T.* quod ipſi warrant. prædictus *J.* et *A.* & hered. ipſius *J.* prædicta Tenementa cum pertin. contra ipſos *T.* & *F.* et hæred. ipſius *T.* in perpetuum. Et pro hac, &c.

Dor. ſſ. *Pr.* H.M. *generoſo et* A. *uxori ejus, quod juſte* &c. *ten* T.H. *Armigero Con.* &c. *de uno Meſſuagio, uno Cottagio, quadraginta acris Terræ, quadraginta acris Prati, quadragentis acris Paſturæ, et decem acris jampnorum et bruer. cum pertin. in* B. *Et niſi*, &c.

ET eſt Concordia talis, ſcil. Quod predict. *H.* et *A.* uxor ejus conceſs. prædicto *T.H.* Ten. prædict. cum pertin. et ill. eo reddidit &c. habend. et tenend. præfat. *T.* et Aſſign. ſuis a Feſto Sancti Joh. Baptiſtæ nunc ult. præterit. pro termino novem annorum extunc prox. ſequen. et plenariæ complend. Reddend. inde annuat. præfat. *T.* & hæred. ſuis Annualem reddit. viginti librar. legalis monetæ Angliæ, ad Feſtum Sancti Michaelis Arch. Nat. Domini. Annunc. beatæ Mariæ Virg. et Sancti Joh. Baptiſtæ, per equales portiones duran. termino prædic. ſolvend. Et præd. *H.* *A.* conceſs. pro ſe & hered. ipſius *H.*

quod ipſi warrant. Ten. predict. cum pertin. preſat. *T.H.* et Aſſign. ſuis duran. termino prædicto et ſubter reddit. prædictum contra ſeipſos et hered. et Aſſign. ipſius *H.* Et pro hac, &c.

Devon. ſſ. *Pr.* N. L. *Armigero quod juſte &c. ten.* H. M. *Armigero &* J. P. *Con.* &c. *de triginta Meſſuagiis,* &c. *cum pertin. in* H. *Et niſi,* &c.

ET eſt concordia talis, ſcilicet, Quod prædicti *N. L.* conceſſ. eidem *R.W.* Ten. prædict. cum pertin. ac Advocationem præd. Et ill. eis reddidit, in eadem Cur. Habend. et Tenend. eiſdem *H. M.* et *J. P.* poſt mortem ſuperviventis præd. *H. M.* et *J. P.* ad finem termin. viginti unius Annor. tunc proxventur. et plenar. complend. et finend. Reddendo inde annuat. dicto *N. L.* et hæred. Maſcul. corporis ejus exeun. unum granum pipris, Ad feſtum Sancti Mich. Arch. tantum, toto term. præd. Et præd. *N L.* et hæred. ſui warrant. Ten. præd. cum pertin. ac Advocationem præd. eiſdem *H. M.* et *J. P.* Sic ut præfertur, durante toto termin. præd. Et pro hac &c.

Ebor. ſſ. *Pr.* L. S. *prænobilis ordinis Garterii Militi, Ducl* L. *quod juſte &c. ten. nobis. Con inter nos & præfat.* L. *fact. de Manr. de* T. *&* S. *cum pertin. ac de tribus Millibus Meſſuag. Quingentis boſcis, decem Mlend. viginti Columbar. Mille Gardin. decem Millibus acrar. terræ, quinq; millibus acrar. prati, ſex Millibus acrar. Paſturæ, duobus Millibus acrar. boſci, decem Millibus acrar. jampnorum & brueri, decem librat. reddit & reddit. ſexaginta gallinar. cum pertin. in* T. &c. *Nec non de libera Piſcaria in aqua de* B. *infra prædict. Manr. de* S. *Nec non de Viſ. Franc. Pleg. & quicquid ad Viſ. Franc Pleg. cum pertin in* T. *Et niſi &c.*

ET eſt Concordia talis, ſcilicet, Quod prædict. *L.* recogn. predicta Man. Ten reddit liberam piſcar. liberam Warren. ac Viſ. Franc. Pleg. cum pertin eſſe jus ipſius Domini Regis, ut ill. quæ idem Dominus Rex habet de dono prædict. *L.* Et ill. remiſ. et quiet. clam. de ſe et hæred. ſuis præfat. Domino Regi hæred. et Succeſſor. ſuis in perpetuum. Et pro hac recogn. remiſ. quiet. clam. fine et Concordia idem Dominus Rex conceſſ. præfat. *L* hæred. et Aſſign. ſuis præd. Maner. Ten. Reddit. liberam piſcar. liberam Warren & Viſ. Franc Pleg. prædict. cum pertin. Tenend. eod. de Domino Reg. hæred. et ſucceſſor. ſuis, ut de Maner. ſuo de *E.* in Com. ſuo K. in libero Socagio, per fidelitatem tantum pro omnibus Servitiis, exaction. et demand. Ac reddendo inde annuat. eidem Domino Regi, hæred et ſucceſſor. ſuis, Octoginta et novem lbr. tres ſolid. et unum quadrant. legalis monetæ Angliæ, ad Feſta Sancti Mich. Arch. et Annunc. beatæ Mariæ Virg. ad recept. Scaccarii ipſius Domini Regis hered. et Succeſſor. ſuor. ſuis ad manus Vic. Ballivor. vel receptor. præmiſſor. pro tempore exiſten. per equales portiones annuat. ſolvend. in perpetuum. Et præterea idem Dominus Rex. conceſſ. pro ſe, hered. & ſucceſſor. ſuis, quod ipſi warran. predict. Man. ten. Reddit. liberam. piſcar. liberam Warren. et Viſ. Franc Pleg. predict. cum pertin. preſat *L.* hered. et Aſſign. ſuis contra ipſum Dom. Regem, hered. et Succeſſores ſuos, in perpetuum.

Wigr.

Wigor. ff. *Pr.* W. C. *generoſo, quod juſte &c. ten.* A. S. *generoſo Con. &c. de Manerio de* A. *cum pertin. ac de Quadraginta Meſſuag. viginti Cotag. viginti boſcis, duobus molendinis aquaticis, duobus Columbar. triginta Gardinis, viginti Pomar. Mille & Octingentis acris terræ, ſexcentis acris prati, duobus millibus acrar. Paſturæ, ſexcent. acris boſci, Mille & ſexcent. acr. jampnorum & bruere, trecentis acris More & triginta ſolidat. reddit. cum pertin. in* A. *et* D. *Et niſi* &c.

ET eſt concordia talis, ſcilicet, Quod prædict. *W.* conceſſ. prædicto *A.* prædict. Maner. Ten. et Reddit. cum pertin. Et ill. ei reddidit &c. habend. et tenend. eid. *A.* à Feſto Annunc. Beatæ Mariæ Virg. ult. præter. uſque finem termini ſexaginta annor. extunc prox. ſequend. et plenariæ complend. Reddend. inde annuat. prædicto *W.* et hæred. ſuis, Quinque libras legalis monetæ Angliæ, ad Feſt. Sancti Mich. Arch. annuat. ſolvend. toto termino predicto. Et predictus *W.* et hered. ſui warrant. predicto *A.* Maner. Ten. et Reddit. cum pertin. ſicut pred. eſt, contra omnes homines toto termino prædicto. Et pro hac &c.

Wigor. ff. *Pr.* W. C. *Armigero, quod juſte &c. ten.* A. S. *Armigero, Con. &c. de Maner. de* S. *cum pertin. ac de Quadraginta Meſſuagiis, Viginti Cotagiis, viginti duobus molendinis aquaticis, duobus Columbar. Triginta Gardinis, Triginta Pomariis, Mille & Octingentis acris boſci, Mille & Quingentis acris jampnorum & bruere, ducentis acris Moræ, & Triginta ſolidat. reddit. cum pertin. in* S. *&* A. *Et niſi* &c.

ET eſt concordia talis, ſcilicet, Quod prædictus *W.* recogn. prædict. Maner. Ten. et Reddit. cum pertin. eſſe jus ipſius *A.* ut ill. quæ idem *A.* habet de Dono prædicti *W. C.* Et ill. remiſer & quiet. clam. de ſe & hered. ſuis prædict. *A.* & hered. ſuis in perpetuum. Et preterea predict. *W.* conceſs. pro ſe et hered. ſuis, quod ipſi warrant. predicto *A.* & hered. ſuis predict. Manerium, Tenementa, et Reddit. cum pertin. contra omnes homines in perpetuum. Et pro hac &c.

GRANTS.

A Grant of Lands in Exchange, Penned by Edmund Plowden, *Eſquire.*

THis Indenture, &c. Bteween *E. M.* &c. of the one part, and *J. P.* on the other part, Witneſſeth, That the ſaid *E. M.* hath given and granted, and by theſe preſents, doth give and grant unto the ſaid *J. P.* one Croſt or Cloſe of Freehold-Land, called or known by the name of *B.* &c. with all and every of their Appurtenances, ſcituate, lying and being in *W.* in the County of *B.* for and in exchange for all the Lands, Tenements and Hereditaments of the ſaid *J. P.* called or known by the name of &c. in *W.* aforeſaid in the ſaid County of *B.* To have and to hold the ſaid Croſt or Cloſe, &c. to the ſaid *J. P.* his Heirs and Aſſigns for ever, for, and in exchange, of and for the ſaid Lands, Tenements, and Hereditaments called *W.* with the Appurtenances. And the ſaid *E. M.* doth Covenant &c. to free it from Incumbrances; And the ſaid *J. P.* hath likewiſe on his part given and granted, and by theſe Preſents, doth fully, freely, and abſolutely give and grant unto the ſaid *E. M.* his Heirs and Aſſigns, all thoſe Lands, Tenements, and Hereditaments aforeſaid, with the Appurtenances, commonly called or known by the name of *W.* ſcituate lying and being in *W.* aforeſaid in the ſaid County of *B.* To have and to hold the ſaid Lands, Tenements, Hereditaments &c. to the ſaid *E. M.* his Heirs and Aſſigns for ever, for and in exchange of and for the ſaid Croſt or Cloſe of Land called *B.* &c.

A Covenant that it is free from Incumbrances, &c.

A Grant of a Freehold Eſtate in Land for term of life.

THis Indenture made &c. Between *M. L.* and *J.* his Wife, late the wife of *T. D.* of the one part, and *J. F.* of the other part; Whereas *A J.* natural Mother of the ſaid *M.* by Indenture *Tripartite*, &c. for and in con-

conſideration of a Marriage then to be had between the ſaid *M.* and *J.* and towards the accompliſhment of certain Bonds, Promiſes, Covenants, and Agreements made upon conſideration of the ſaid Marriage, and for divers other conſiderations, as in the ſaid Indenture Tripartite is expreſſed, hath Covenanted and Granted, to and with *R. S.* and *W. F.* their Heirs, Executors, and Aſſigns, That ſhe the ſaid *A.* and all perſons that then were ſeiſed &c. ſhould ſtand and be of the ſame Meſſuages, Tenements and Premiſſes, with their Appurtenances ſeiſed, to the uſe of the ſaid *A.* for and during her natural life; and after her deceaſe, to the uſe of the ſaid *M.* and *J.* his Wife, for and during the natural lives of the ſaid *M.* and *J.* and of the longer liver of them; and afterwards to ſuch further uſes as the ſaid Indenture Tripartite are declared. Now the ſaid *M.* and *J.* his Wife, for and in conſideration of the ſum of 100 *l.* of &c. whereof &c. have given, granted, aliened, bargained and ſold, and by theſe Preſents &c. to the ſaid *J. F.* and his Aſſigns, all the ſaid two Meſſuages &c. and all other the Premiſſes, and the ſaid Indenture Tripartite, and all the Eſtate, Right, Title, Intereſt and Demand whatſoever, which they the ſaid *M. L.* and *I.* his wife, or either of them, have or hath, or ought to have, to, of, and in the ſaid two Meſſuages and Tenements, and all other the Premiſſes, with the Appurtenances, or any part or parcel hereof, To have and to hold the ſame two Meſſuages and Tenements with the Appurtenances, and all and ſingular other the Premiſſes to the ſaid *I. F.* and his Aſſigns, immediately from the day of the date of theſe preſents, by and during all the terms of the natural lives of the ſaid *M.* and *I.* his wife, and of the life of the longer liver of them. And the ſaid *M.* for himſelf and for the ſaid *I.* his wife, his Executors, and Adminiſtrators, doth covenant, &c. that the ſaid two Meſſuages and other the Premiſſes, are, and from henceforth during the lives of the ſaid *M.* and *I.* and the life of the longer liver of them, ſhall abide and continue to the ſaid *J. F.* and his Aſſigns clear and free diſcharged and acquitted of, and from all and every former Grants, Charges and Incumbrances whatſoever before the enſealing, knowledging and Inrolling of theſe Preſents, made, done or agreed unto, or to be had &c. by the ſaid *M.* and *I.* or either of them. In witneſs, &c.

In this Habendum, *the word* (Heirs) *is good to be uſed, and warrantable by a Caſe* 24 H. 8. *in* Brook, *Title,* Forfeiture of Lands 87.

See Dyer, 321. Part. 22. *Grant by Fine by Tenant for life of his Eſtate.*

A Grant to retain two Benefices.

TO all Chriſtian People, to whom this preſent writing ſhall come to be ſeen or read, *T. B.* Kt. Lord *B.* ſendeth Greeting, in our Lord God everlaſting. Whereas by the Act and Statute made at the Parliament holden at *W.* in the 21 year of the Reign of our late Soveraign Lord King *H.* the 8th. It was Enacted and provided amongſt other things, That the Chancellor of *England* for the time being, and every Baron and Knight of the Garter may have and retain in his Service, 3. Chaplains, whereof every one ſhall or may purchaſe Licence or Diſpenſation, and retain, have and keep two Parſonages or

Benefices with Cure of Souls. Know ye therefore, That I the ſaid Lord *B.* being one of the Barons of this Realm of *England*, do Notifie, Declare, and by this my preſent writing do give knowledge, That *R. R.* Clerk is my retained Chaplain and Houſhold-Servant: By reaſon whereof, the ſame *R.* may receive, keep and take the Priviledge, Commodity and Advantage of the ſaid Statute, in every point according to the true meaning of the ſame Act, Proviſo, or Statute, by any Baron by the ſame provided, given, ordained or declared. In witneſs, &c.

A Grant of a Reverſion.

THis Indenture made, &c. Between *J. B.* &c. of the one part, and *J. N.* of the other part. Whereas the ſaid *J. B.* by his Indenture bearing date the firſt day of *A.* laſt paſt, for the conſiderations in the ſame Indenture expreſſed, did grant, bargain, and ſell to *C. W.* &c. all thoſe parcels of Land in *B.* aforeſaid, &c. and the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and every his Meſſuages, Lands, Tenements, and Hereditaments before mentioned, To have and to hold the Meſſuages, Lands, Tenements, and Hereditaments, and other the Premiſſes, unto the ſaid *C. W.* his Executors, Adminiſtrators, and Aſſigns, from the Enſealing and Delivery of the ſaid recited Indenture, until the firſt day of *M.* now next following. Now this Indenture witneſſeth, That the ſaid *J. B.* for and in conſideration of a marriage already had and ſolemnized between him the ſaid *J. B.* and *M.* his now Wife, and for a competent Joynture to be made and provided for the ſaid *M.* doth by theſe preſents give and grant to the ſaid *J. N.* the Reverſion of all and every the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with their, and every their Appurtenances, ſo granted, bargained, and ſold, in, or by the ſaid recited Indenture, to the ſaid *C. W.* To have and to hold the ſaid Reverſion of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, unto the ſaid *J. N.* and his Heirs, to the only uſes, intents, and purpoſes, herein after particularly following, That is to ſay, of, for, and concerning all and every the ſaid Meſſuages, Lands, Tenements, and Hereditaments in *B.* aforeſaid, to the uſe and behoof of *J. B.* and *M.* his Wife, for and during their natural lives, and the life of the longeſt liver of them, for the Joynture of the ſaid *M.* and from and after their deceaſe, then to the uſe and behoof of the Heirs of the ſaid *J. B.* which he ſhall beget on the body of the ſaid *M.* And for want of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *J.* for ever: and of, for, and concerning the ſaid Meſſuages and Tenements in *C.* aforeſaid, to the uſe and behoof of the ſaid *J. B.* and *M.* for the Joynture of the ſaid *M.* and after their deceaſe, to the uſe of the right Heirs of the ſaid *J. B.* for ever. And the ſaid *J. B.* for himſelf, his Heirs Executors, and Adminiſtrators, and for every of them, doth by theſe Preſents covenant and grant to and with the ſaid *J.*

N.

R. his Heirs, Executors, Administrators, and every of them, that if she the said M. shall happen to survive him the said J. B. that then she the said M. and her Assigns, shall, or lawfully may, for and during all the term of her natural life, have, hold, and quietly and peaceably enjoy the said Messuages, Lands, Tenements, and Hereditaments aforesaid, and every of them, with their and every of their Appurtenances, according to the effect and true meaning of these presents, without any lawful let, trouble, molestation, charge, or eviction of, or by any person or persons, any thing therein having or lawfully claiming by, from, or under the said J. B. the several Leases now in being to any the said Tenants, of any part of the said Premisses, not exceeding the term of 21 years only excepted. In witness, &c.

The Indorsement upon this Deed.

MEMORANDUM, *That the recited Deed within mentioned, made from the within named* J. B. *to the within named* C. W. *was this present* 6th *day of* A. 1639. *Sealed and delivered by the said* J. B. *as his Deed. And afterwards the said* C. W. *did enter into every several parcel of the Messuages and Lands, within written, and did take full and peaceable possession thereof, which being done. These Presents were sealed and delivered by the said* J. B. *to the said* J. N. *And the said* C. W. *did return to the said Grantee, by delivery of one penny to the said* J. N. *Witness of all the Premisses.*

A Grant of a Clarkship of a Court.

I. Earl of *D.* Lord St. and St. Lord of *Man*, &c. To all to whom these Presents shall come, sendeth greeting in our Lord God everlasting. Know ye, That I the said Earl, for divers considerations me thereunto moving, and specially for and in regard of the good and faithful service heretofore to me done, and hereafter to be done to me and my Heirs, by my Servant *J. D.* Gent. Have given and granted, and by these Presents do give and grant unto my said Servant, the Office, Room, and Place of Clark, of all and singular his Majesties Courts, Hallimotes, Leets, Wapentakes, Hundreds, Swanimots, and all other his Majesties Courts whatsoever, within the Hundred and Forest of *M.* in the said County of *C.* Together with the Fees and Allowances thereunto belonging, in as large, ample, and beneficial manner, as *R. H.* now Clark, there holdeth or enjoyeth the same. To have, hold, exercise, and enjoy the said Office, Room, and Place of Clark of the said Courts, Hallimots, Leets, Wapentakes, Hundreds, Swanimotes, and other Courts whatsoever, within the said Hundred and Forest of *M.* aforesaid, unto my said Servant and his Assigns, to be kept by his sufficient Deputy or Deputies, to be named by the said *I. D.* by and

with the consent of me the said Earl, or my Heirs: Together with the said Fees and Allowances, immediately from and after the expiration and determination, or making void, by any lawful way or means, of one grant thereof, heretofore made by the said *R. H.* for a certain Term yet enduring, unto the end of the Term of 21. years from thence next following, and fully to be compleat and ended, if he the said *I. D.* so long shall live. Willing and commanding as well all and every of my Deputy-Stewards, as also all Bayliffs, and other Officers, Tenants, Resiants, and Inhabitants, within the said Hundred of *M.* and every of them, to be aiding and assisting unto my said Servant, and his sufficient Deputy or Deputies, (to be allowed as aforesaid) in the due execution of the said Office, as to them and every of them (in respect of my service) shall appertain. Allwayes Provided, That if it fortune the said *I. D.* to dye before such time, as he or his Deputy, be by any lawful manner of means admitted to the Exercise of the said Office; Then I the said Earl, do covenant, promise, and grant, for me, my Heirs, Executors, and Administrators, by these presents, to and with the said *I. D.* his Executors and Administrators, and every of them, to pay, or cause to be paid unto the Executor or Administrator of the said *I.* the sum of 10 l. of lawful English money, within one year next after the death of the said *I.* And this shall as well be a sufficient Warrant and Discharge to all and singular my Bayliffs, and other Officers, within the said Hundred and Forest, as also to every my Auditor and Auditors for the time being, for payment and allowance of the said Fees and Allowances, from time to time during the said Term, to my Servant, or his sufficient Deputy as aforesaid. Given under my Hand and Seal, &c.

A Grant of a Leet, Park, and free Warren.

HEnry the 8. by the Grace of God of *England* and *France* King, and Lord of *Ireland*, To all to whom these our present Letters shall come, Greeting. Know ye, That We of Our special Grace, and of our certain knowledge and meer motion, Have given and granted, and by these presents do give and grant for us, and our Heirs, unto our well beloved in Christ *R. A.* Esq; Leet or view of *Franck-Pledge* within the Town of *M.* in and through his whole Lordship and Mannor of *M.* in the County of *L.* of all his Tenants, their Heirs and Assigns there being, and of all Resients and Inhabitants which now are, or hereafter shall be, within the said Lordship, Mannor, and Town aforesaid, with Courts of View, & *Franck-Pledge* there yearly to be holden. We do also grant unto the said *R. A.* his Heirs and Assigns, all and singular Fines and Amerciaments, and also all other things which to such Leet or view of *Franck-Pledge* do belong, or may or ought to belong by any means within the Mannor and Town aforesaid; To have, receive, and exercise the Leet, view of *Franck-Pledge*, and Court aforesaid, and all other the Premisses whatsoever, to the said *R.* his Heirs and Assigns, without any Accompt or Rent, or

any

any other thing to Us, Our Heirs, or Succeſſors, to be yielded, paid, or made, (beſides one Red-Roſe only to be paid unto Us, Our Heirs or Succeſſors, at the Feaſt of Saint *I.* We will alſo, that the ſaid *R.* or his Heirs, by pretext of the Occupation or uſe of the Leet aforeſaid, or other the Premiſſes, by Us, or Our Heirs or Succeſſors, or by any of our Juſtices, Sheriffs, Eſcheators, Bayliffs, or other our Miniſters whatſoever, be not proſecuted in any of the Courts of Us, or our Heirs; nor troubled, moleſted, or vexed; nor that any Miniſter of Us, or Our Heirs, into the Lordſhip or Mannor aforeſaid, for the Premiſſes, or any of them for us, our Heirs or Succeſſors, in any wiſe to meddle. And moreover, of our greater Special Grace, We do by theſe Preſents give and grant for us and our Heirs, to the ſaid *R. A.* that he and his Heirs for ever, have the liberty of one Park for Wild Beaſts, and alſo free Warren in all his Demeſne Lands, of, and within his Mannor or Lordſhip of *M.* aforeſaid, with all Liberties, which to ſuch liberty of Park and Warren do belong or appertain. To have, enjoy, and exerciſe the ſaid liberty of Park and Warren, to the ſaid *R. A.* and his Aſſigns, in all his Demeſne Lands aforeſaid. Provided alſo, That the ſame Lands be not within the Bonds of our Foreſt. So that no man may enter into thoſe Lands to hunt in them, or to take any thing in them, which to a Park or Warren do belong, without the Licence and good will of the ſaid *R.* and his Heirs, under the pain of forfeiting to us 10 l. Wherefore we will and Command for us and our Heirs, that he and his Heirs have free Warren in all his Demeſne Lands aforeſaid. Provided nevertheleſs, That the ſame Lands be not within the bounds of our ſaid Foreſt, as is aforeſaid. So that no man may enter into the ſaid Lands to hunt in them, or to take any thing which to a Warren belongeth, without the leave and good will of the ſaid *R.* and his Heirs, under the forfeiture of 10 l. to us as is aforeſaid. For that there is no expreſs mention of the true yearly value, or any certainty of the Premiſſes, or any of them, or of any Grant or Grants heretofore to the ſaid *R.* by us, or by any of our Progenitors, appeareth to be made. Or any Statute, Act, Ordinance, or Proviſion, to the contrary publiſhed, made or provided, or any other cauſe or matter to the contrary notwithſtanding. In witneſs whereof, We have cauſed theſe our Letters to be made Patents. Witneſs our ſelf at *L.* the 10th day of *M.* in the 15th year of our Reign.

A Grant of a Stewardſhip.

TO all to whom theſe Preſents ſhall come, *I.* Lord Marqueſs *W.* and *C.* Lord *Strafford* his Son and Heir apparant, ſend Greeting. Know ye, that the ſaid Lord *M.* and *C.* Lord *Saint Iohn*, in conſideration of the good and acceptable ſervice already done and performed, and hereafter to be done and performed to them, and either of them, and for divers other good cauſes and conſiderations, them thereunto eſpecially moving. Have for them, their Heirs,

Heirs and Aſſigns, and the Heirs and Aſſigns of the Survivor of them. Given and granted unto *D. W.* of *L.* Gent. the Office of Chief Steward, and the place and execution of Chief Stewardſhip of all and ſingular the Lordſhips, Mannors, Lands, Tenements and Hereditaments of them the ſaid *L.* Lord *M. W.* and *C.* Lord *Saint I.* or either of them within the Realm of *England*, and Dominion of *Wales*, whereof they, or either of them are now ſeiſed, or hereafter ſhall be ſeized. Or whereof any perſon or perſons whatſoever are now ſeized, or ſhall hereafter be ſeized for the uſe and truſt for them, or any of them, their, or either of their Heirs, Executors or Aſſigns of any Eſtate whatſoever. And the holding and keeping of all Courts, Courts-Leet, views of *Franck-Pledge*, and of all other Courts of what kind ſoever the ſame be, now belonging or appertaining to them the ſaid Lord *M. W.* and *C.* Lord *Saint I.* or either of them, or which hereafter ſhall belong to them, or either of them, as being ſeized thereof, or to them or either of them, upon any uſe, or by reaſon of any Truſt of any Eſtate ſetled in any other perſon or perſons for their uſe, or in truſt for them, or either of them. And which have been accuſtomed, or uſed to be holden and kept within all and every, or any of the Lordſhips, Mannors, Lands, Tenements and Hereditaments of the ſaid *L.* Lord *M. W.* and *C.* Lo. *Saint I.* or either of them which they now have, or ſhall hereafter at any time have, or which any other perſon or perſons now have, or ſhall have in truſt for them, or either of them, their, or either of their Heirs, Executors or Aſſigns, within the Realm of *England*, or Dominion of *Wales*, or either of them, in ſuch ſort, manner and form, and at ſuch place and places, and at ſuch dayes and time, at ſuch Courts, or any of them, have heretofore been uſually kept and holden. And alſo the ſaid *I.* Lo. *M. W.* and *C.* Lo. *Saint I.* do further by theſe preſents for them, and either of them, and their Heirs, conſtitute, ordain, and depute the ſaid *D. W.* to be Solicitor for them and every of them, with full and abſolute power hereby given to the ſaid *D. W.* for them, and in their, and every of their names and ſteads to ſolicite, proſecute and follow, all and all manner of Actions, Suits, Troubles, and Affairs whatſoever, whether in Law or equity which now do, or in any ſort whatſoever hereafter ſhall or may concern the ſaid *I.* Lo. *M. W.* and *C.* Lo. *Saint I.* or either of them, for or by reaſon of any Lordſhips, Mannors, Lands, Tenements and Hereditaments of them, or either of them within the Realm of *England*, or Dominion of *Wales* whereof they, or either of them are poſſeſſed or ſeized, or any perſon or perſons for them: Or any other cauſe whatſoever, as well in all, and every ſuch Action or Actions, Suit or Suits, of, or in any kind whatſoever, either in Law or equity, as ſhall be brought by the ſaid Lo. *M. W.* and *C.* Lo. *Saint I.* or either of them, againſt any perſon or perſons whatſoever; as alſo in all Actions and Suits of any kind, to be brought againſt them or either of them, in any Court or Courts of Juſtice, and before any Judge or Judges, for any cauſe whatſoever, for his reaſonable Salary and allowance in that behalf. To have, hold, occupy, exerciſe and enjoy the aforeſaid Office of chief Steward, the place and Execution of the chief Stewardſhip, over ſight and government in that behalf, of all and ſingular, the Lordſhips, Mannors, Lands, Tenements and Hereditaments

of

of the ſaid *I.* Lo. M. *W.* and *C.* Lo. *Saint I.* or either of them, which they or either of them, or any other perſon or perſons whatſoever, now have, or hereafter ſhall have in Truſt, or to the uſe of them or either of them, their or either of their Heirs, or for any other Eſtate whatſoever, and the holding and keeping of all, and all manner of Courts uſually held and kept within the ſame: Together, with all, and all manner of Fees, Wages, Rewards, Profits, Advantages and Emoluments to the ſaid Office of chief Steward, or chief Stewardſhip of all the Lordſhips, Mannors, Lands, Tenements and Hereditaments of them the ſaid *I.* Lo. M. of *W.* and *C.* Lo. *Saint I.* or either of them, which they now have, or which any other perſon or perſons now have, or hereafter ſhall have for them, or either of them, belonging, or in any wiſe appertaining, or at any time heretofore accuſtomed and uſed to be paid, rendred or received, to, or by the chief Steward or Stewards there for the time being, for, or by reaſon of the ſaid Office or Stewardſhip, or being chief Steward of the ſame.

Of the Clark-ſhip of the Peace, by a Cuſtos Rotulorum.

TO all to whom this preſent Writing ſhall come, *A E.* of *N.* Lo. of the Honours of *C.* and *P.* Lo. *P. L. P. F. P. B.* and *L.* Knight of the moſt Noble Order of the Garter, and *Cuſtos Rotulor.* of the County of *N.* ſendeth Greeting. Know ye, That I the ſaid *E.* relying upon the faithfulneſs, diligence and circumſpection of *S. L.* of &c. in the County of *N.* Gent. in and about the Execution of the Office of the Clarkſhip or Clark of the Peace of the ſaid County of *N.* And alſo, for divers other good Cauſes and Conſiderations thereunto eſpecially moving, have aſſigned, given, granted and appointed, and by this my preſent writing, have confirmed to the ſaid *S. L.* the Office of Clarkſhip, or Clark of the Peace of the ſaid County of *N.* and to the ſaid *S. L.* Clark of the ſaid Office of Clarkſhip, or Clark of the Peace of the County aforeſaid, from time to time, ſo long as he ſhall behave himſelf well in the ſaid Office, I do make, ordain and conſtitute in theſe preſents, To have, enjoy, execute and occupy the ſaid Office of Clarkſhip, or Clark of the Peace of the ſaid County, by himſelf, or his ſufficient Deputy, or Deputies, ſo long as he ſhall behave himſelf well therein, with all and ſingular Fees, Preheminences, Allowances, Profits, Emoluments and Commodities whatſoever, to the ſaid Office, any way belonging or appertaining, in as full and ample manner and form, as any other heretofore, executing and having the ſaid Office of Clarkſhip, or Clark of the Peace, had, enjoyed, received, or ought to have, enjoy, or receive, for the execution of the ſaid Office. In witneſs whereof, *&c.*

A Grant of an Extent.

Recital of the Recognizance.

THis Indenture made, &c. between *I. D.* of the Town of *S.* in the County of *S.* Gent. and *W. D.* of, &c. Witnesseth, That whereas *E. S.* by the name of *E. S.* Esquire, the first day of *M.* in the year, &c. by one Recognizance taken, knowledged, and sealed before Sir *R. K.* Knight, Lord Chief Justice of *England*, according to the form of the Statute for recovery of Debts in that case provided, standeth bounden to the said *A. B.* in the sum of 400 l. of lawful English money, payable at the Feast of *N.* then next following, as by the said Recognizance more at large it doth and may appear. And whereas also, the said *I. D.* hath extended, and to him delivered in Execution the Mannor of *N.* with the Appurtenances, in the County of *M.* at the yearly Rent for the non-payment of the said sum of 400 l. Now the said *I. D.* for divers good causes and considerations him thereunto especially moving, hath granted, assigned, and set over, and by these presents doth grant, assign, and set over unto the said *W. D.* his Executors, &c. all his Estate, Right, Title, Interest, and Demand, which he hath, by reason of the said *Extent and Liberate*, of, in, and to the said Mannor of *N.* with the Appurtenances, and of and in every part and parcel thereof; and of, in, and to all and singular Messuages, Lands, Tenements, Meadows, Leasows, Pastures, Rents, Reversions, and Hereditaments, with the Appurtenances, so extended and delivered in Execution as aforesaid.

Recital of the Extent.

Grant.

That he hath done no Act to make void the Extent.

And the said *I. D.* for him, &c. doth covenant, &c. to and with the said *W. D.* his Heirs, &c. by these presents, in manner and form following, That is to say, That neither the said *I. D.* nor his Executors, &c. at any time hereafter, shall or do any Act or Acts, Thing or Things, whereby the said Extent, or the Estate, Title, or Interest of the said *W. D.* his Executors, &c. by reason of the said *Extent*, may be in any wise hurt, impeached, discharged, undone, or made void. And further, That he the said *I. D.* his Heirs, &c. shall and will, at the reasonable Request, Costs, and Charges, in the Law, of the said *W. D.* do, suffer to be done, made, and knowledged, all and every such further and reasonable Act and Acts, Thing and Things, Devise and Devises, in the Law, for the further assurance, surety and sure making and conveying of the Premisses, for and during the Term of the said Extent and Execution unto the said *W. D.* as by the Learned Councel of the said *W. D.* shall be reasonably devised or advised. In witness, &c.

Further assurance.

A

Of the next Avoydance of a Parſonage.

TO all to whom this preſent Writing ſhall come, *A. B.* Doctor in Divinity ſendeth greeting. Whereas our Soveraign Lord King *C.* by his Grace's Letters Patents under &c. bearing date &c. did give and grant for him and his Heirs and Succeſſors unto me the ſaid *A. B.* the firſt and next Advowſon, Donation, Collation, Preſentation and free diſpoſition of the Pariſh Church of *H.* in the County of *S.* and the right of Patronage thereof, To have and to hold the ſaid firſt and next Advowſon, Donation, Collation and free diſpoſition to me the ſaid *A. B.* and my Aſſigns, for the only and next vacation thereof, ſo that it might be lawful for me the ſaid *A. B.* and my Aſſigns, by vertue of the ſaid Guift and Grant of the ſaid King, any fit perſon to the ſaid Church to the Dioceſan thereof, or any other competent Judge in that behalf, to preſent, ſo ſoon as the ſaid Church as alſo eſaid by Death, Reſignation, Privation, Ceſſion, or by any other way ſhall happen to be void, and all and ſingular things which ſhall be neceſſary to do and accompliſh, as fully, and freely, and intirely, as the ſaid King himſelf might have done, if his Majeſties ſaid Grant had not been made unto me, as by the ſaid Letters Patents more at large it doth and may appear. Know ye, That I the ſaid *A. B.* for divers good Cauſes and Conſiderations me thereunto ſpecially moving, have given, granted, and aſſigned unto *C. D* the ſaid Letters Patents, and the next Advowſon, Donation, Collation, Preſentation and free diſpoſition of the Pariſh Church aforeſaid, to the ſaid *C. D.* and his Aſſigns, for the next Avoidance and next Advowſon of the ſame onely, ſo that it ſhall be lawful to and for the ſaid *C. D.* and his Aſſigns, as well by the authority of the ſaid Letters Patents, as by force and vertue of theſe preſents, any fit perſon to the ſaid Church to the Dioceſan of the ſame, or any other competent Judge in that behalf, to preſent when the ſame Church as is aforeſaid by Death, Reſignation, Privation, Ceſſion, or by any other means ſhall happen to be void, and all and ſingular things which ſhall be neceſſary to be done in and about the Premiſſes, to do and accompliſh as fully, freely and intirely as I my ſelf might have done, if this preſent Grant had not been made. In Witneſs, &c.

A Grant of the Rent and Reverſion of a Houſe, during the Grantees life, with Condition, That if the Leaſe in eſſe determine before the Grantees death, that then the Grantor may let the Premiſſes, reſerving ſo much Rent to the Grantee, during his life.

TO All to whom theſe preſents ſhall come, *H.* Earl of *R.* greeting in our Lord God everlaſting. Whereas *J.* the ſaid Earl, have demiſed, granted, and letten to Ferme to *M. C.* &c. all that Tenement ſcituate in *L.* &c. To have and to hold to the ſame *M.* for the term of certain years yet to come, for the yearly Rent of 20 l. as by an Indenture in that behalf, made unto the ſaid *M. C.* at large may appear: Know ye, That *J.* the ſaid Earl, as well in conſideration of the good and faithful Service done to me and my Anceſtors by one *J. B.* my Servant, as in conſideration that the ſame *J.* at the enſealing of theſe preſents, hath releaſed, ſurrendred, and yielded up to me the ſaid Earl an yearly Rent or Annuity of 20 l. by me payable during his life: I the ſaid Earl have given and granted, and by theſe preſents, do fully and clearly give and grant unto the ſaid *J. B.* the Reverſion and Rent of the ſaid Manſion-houſe, and all and ſingular the Premiſſes, with the Appurtenances, demiſed and letten to the ſaid *M. C.* as aforeſaid, To have, hold, and enjoy the aforeſaid Reverſion and Rent, and all and ſingular the ſaid Premiſſes, with the Appurtenances to the ſaid *J.* and his Aſſigns, to the proper uſe of the ſaid *J.* and his Aſſigns, for, and during all the natural life of the ſaid *J*: And further, know ye, that I the ſaid Earl, and my Heirs, do, and ſhall warrant and defend the ſaid Reverſion and Rent, and other the Premiſſes, with the Appurtenances to the ſaid *J.* and his Aſſigns, againſt me the ſaid Earl and mine Heirs, during the natural life of the ſaid *J. B*: Provided alwayes, that if it ſhall fortune the ſaid *J. B.* to be alive after the full end and term of years aforeſaid, granted to the ſaid *M.* of the ſaid Manſion houſe, that then it ſhall be lawful to the ſaid Earl, his Heirs and Aſſigns, to let and demiſe the ſame Manſion-Houſe, with the Appurtenances, for term of years, at the liberty of the ſaid Earl and his Heirs, ſaving and reſerving alwayes the yearly Rent of 20 l. to the ſaid *J.* and his Aſſigns, to be paid by the hands of the Tenant or Tenants there from time to time, during the natural life of the ſaid *J.* In witneſs, &c.

An

An Indenture for an Apprentice to Occupy a Stock of his own, and to ſerve his Maſter in his Apprenticeſhip.

THis Indenture made &c. between *R. J.* on the one part, and *M. A.* of *L.* Mer. now Apprentice of the ſaid *R.* on the other part: Witneſſeth, That the ſaid *R.* for the Diligence, Faith and true Service, which the ſaid *M.* intendeth to do to his ſaid Maſter, during the full time of his Apprenticeſhip, now for the time to come hath, and by theſe preſents, giveth free Licence and Liberty unto the ſaid *M.* That the ſaid *M.* and his Aſſigns, at all times during the time of his Apprenticehood, at his free will and pleaſure, as well on this ſide of the Sea, as in the parts beyond the Sea, ſhall Occupy, Merchandize, and imploy a Stock or ſum of 300 *l.* with all the Increaſe, Gains or Advantage, that ſhall fortune to grow, come, riſe, and increaſe by reaſon of Uſe, Profit, and Advantage of the ſaid *M*: And the ſaid *M.* covenanteth, &c. That the ſaid *M.* during the term of his Apprenticehood, ſhall not procure, make, aſſign, nor conſtitute any perſon or perſons to be his Factor, Attorney or Aſſigns, on this ſide of the Sea, or in the parts beyond the Seas; but only ſuch a perſon or perſons being Apprentice of the ſaid *R.* or his Maſter ſhall name and aſſign for the ſaid Stock. And the ſaid *M.* Covenanteth, &c That he the ſame *M.* or his Aſſigns, during the term of his Apprenticehood, ſhall not beſtow, merchandize, barter, nor retorn the ſaid ſtock or ſum of 300 *l.* nor increaſe of the ſame, nor any part nor parcel thereof, in, nor for any other Wares and Merchandize; but only in and for ſuch Wares and Merchandize as hereafter ſhall be rehearſed: That is to ſay, firſt in Peppar, Fuſtians, &c. *Provided always*, and it is further agreed between the ſaid Parties, by theſe preſents, That at ſuch time, and when, as he the ſame *M.* or his Aſſigns, do not beſtow, imploy, barter, nor retorn his ſaid Stock of, &c. with the Increaſe and Gains thereof, in ſuch Wares as is above expreſſed; That then it ſhall be lawful unto the ſaid *M.* and his Aſſigns from time to time to deliver the ſaid Stock, &c. and the Increaſe and Gains thereof exchange to any perſon or perſons, without any lett or contradiction to the ſaid *R.* his Maſter, or Aſſigns. Moreover, the ſaid *M* Covenanteth, &c. That the ſaid *M.* at no time, during the time of his Apprenticehood, ſhall charge nor bind the ſaid *R.* his Maſter, or his Aſſigns, by any Obligation, or other Surety to any perſon or perſons, for any manner of Debts, Duties or Cauſe; but only ſuch Debts, Duties as do concern only the buſineſs of the ſaid *R*; and that the ſame *M.* during the ſaid full term of his Apprenticehood now for to come, ſhall truly ſerve the ſaid *R.* his Maſter, in all his Commandments to be faithful and honeſt, as well on this ſide of the Sea, as in the parts beyond the Sea, without fraud or delay. *And alſo*, at no time during the ſaid term, ſhall uſe nor play at any Game or Games of the Dice, nor the Cards, privately nor openly with any perſon or perſons, for

any

any ſum or ſums of mony. And that the ſame *M.* during his ſaid term, ſhall not commonly nor continually uſe, nor have the company of any light or evil diſpoſed Woman or Women of lewd converſation, nor find and expend upon her nor them any ſum or ſums of mony, in, and for their daily finding of Meat, Drink, Clothing, Bedding, nor otherwiſe. And to all and every the Covenants, &c. In witneſs, &c.

An Office for a Receiver of Rents.

TO all Chriſtian People, to whom theſe preſent Writings ſhall come, I Sir *H. C.* of, &c. ſend greeting: Know ye, That I the ſaid Sir *H. C.* for, and in conſideration of the good and faithful Service which *J. A.* my Servant hath heretofore done unto me the ſaid Sir *H. C.* and for divers other good Cauſes and Conſiderations, me at this preſent, ſpecially moving, have given, granted and confirmed, and by theſe Preſents, for me, mine Heirs and Aſſigns, and every of us, do give, grant, and confirm unto the ſaid *J. A.* the Office of Receiver of all the Rents and Profits whatſoever, from time to time, coming and growing of all my Mannors, Lands, Tenements and Hereditaments whatſoever, with all and ſingular the Appurtenances in the County of *K.* and all Profits, Commodities and Advantages whatſoever, to the Office of a Receiver belonging, or in any wiſe appertaining. And I the ſaid Sir *H. C.* for me, mine Heirs and Aſſigns, do by theſe preſents Ordain, Make, and Conſtitute the ſaid *J. A.* Receiver for me the ſaid Sir *H. C.* mine Heirs and Aſſigns, of all and ſingular the ſaid Mannors, and other the Premiſſes, To have, hold, exerciſe, and enjoy the ſaid Office of Receiver of the Premiſſes unto the ſaid *J. A.* by himſelf, or his ſufficient Deputy or Deputies: And all ſuch Profits, Commodities and Advantages as to the Office of a Receiver doth or ought in any wiſe to belong or appertain, from henceforth during all the natural life of the ſaid *J. A.* And alſo, that I the ſaid Sir *H. C.* in conſideration of the Premiſſes, for me, mine Heirs and Aſſigns, do give and grant unto the ſaid *J. A.* one yearly Rent, Fee and Annuity of 30 l. *per annum* of, &c. going out, and yearly to be received out of, and in all that the Mannors of *S.* and *N.* with all and ſingular the Appurtenances in the Iſle of *S.* in the ſaid County of *K.* and out of, and in all the Lands, Tenements and Hereditaments whatſoever, with their Appurtenances to the ſame Mannors of *S.* and *N.* or either of them, in any wiſe belonging or appertaining. To have, levy, receive, take and enjoy the ſaid Rent, Annuity, and yearly Fee of 30 l. of, &c. unto the ſaid *J. A.* or his Aſſigns, from henceforth yearly, during all the natural life of the ſame *J. A.* at two Feaſts or Terms in the year, that is to ſay, at the Feaſts of, *&c.* by even portions, of, and out of the yearly Rents, Revenues and Profits of the ſaid Mannors of the ſaid *S.* and *N.* and other the Premiſſes thereunto belonging, as well in and by his own hands, and in his own hands to be detain'd and kept, as by the hands of the Tenants, Farmers, Bailiffs, Collectors,

Collectors, Receivers, or Occupiers of the Premiſſes, or any part thereof for the time being. And I the ſaid Sir *H. C.* for me, mine Heirs and Aſſigns, do by theſe Preſents, Covenant, Promiſe, and Grant, to, and with the ſaid *J. A.* &c. That if, or as often as it ſhall fortune the ſaid Rent, Annuity, or yearly Fee of 30 l. or any part thereof to be behind and unpaid, at any time or term during the ſaid Term, in part, or in all, after any of the ſaid Feaſts, at which the ſame ought to be paid, by the ſpace of thirty days then next, that then, and ſo often it ſhall and may be lawful unto the ſaid *J. A.* and his Aſſigns, in all the ſaid Mannors of, &c. and other the Premiſſes thereunto belonging, with the Appurtenances, and into every part or parcel thereof, to enter and diſtrain, and the Diſtreſs or Diſtreſſes there taken, to lead, drive, carry away, and detain until the ſaid Rent, Annuity, or yearly Fee of 30 l. with the Arrearages thereof (if any ſuch be) together with his and their Coſts, and Charges, and Expences (in that behalf to be ſuſtained) be fully ſatisfied and paid unto the ſaid *J. A.* or his Aſſigns. And I the ſaid Sir *H. C.* for me, mine Heirs and Aſſigns, have put the ſaid *J. A.* in full poſſeſſion, and ſeiſure of the ſaid Rent, Annuity, or yearly Fee of 30 l. in form aforeſaid, by the payment of a piece of mony called a 6d. which I have given and delivered, and paid unto him at the enſealing hereof, in name of poſſeſſion and ſeiſure thereof, as in part of payment of the ſaid yearly Annuity or Fee. And further, I the ſaid Sir *H. C.* for me, mine Heirs and Aſſigns, do will and command all and ſingular the Officers, Tenants, Farmers and Occupiers of the Premiſſes, and every part thereof, of me the ſaid Sir *H. C.* mine Heirs and Aſſigns for the time being, not only to be aiding and aſſiſting unto the ſaid *J. A.* and his ſufficient Deputy or Deputies for the time being, for the better executing of the ſaid Office, and every part thereof. But alſo to permit and ſuffer him and them, and every of them, quietly to uſe, occupy, and exerciſe the ſaid Office, and the whole benefit of the ſame with effect, without any their Letts, Diſturbances, or Contradictions in that behalf. And furthermore know ye, That I the ſaid Sir *H. C.* for me, mine Heirs, Executors and Adminiſtrators, and every of us, do Covenant and Grant by theſe preſents, to, and with the ſaid *J. A.* and his Aſſigns, That he the ſaid *J. A.* from time to time, during the natural life of the ſaid *J. A.* for, and in conſideration aforeſaid, quietly and peaceably ſhall have and enjoy the aforeſaid Annuity, yearly Rent, and Fee of 30 l. without any lawful Lett or Impediment of any perſon or perſons whatſoever. In witneſs &c. *Dat. &c.*

A grant of a Swanherdſhip.

TO all Chriſtian People to whom this preſent Writing ſhall come. I Sir *H. C.* Knight, Lord Chan. ſendeth Greeting in our Lord God everlaſting. Know ye, That I the ſaid L. C. for, and in conſideration of the good, faithful, and acceptable Service, which *W. S.* my Servant hath done unto me, and for

divers other causes, &c. have given, granted and confirmed, and by these presents, for me, mine Heirs, and Assigns, do give, grant, and confirm unto the said *W.S.* the Office of Swanherdship, and the Overseer of all my fresh Waters and Game of Swans in the Isle of *S.* in the County of *R.* or else-where in the same County: And all Profits, Commodities, and Advantages whatsoever, to the Office of a Swanherd, and Overseer of all my said Game of Swans, and of all my said fresh Waters in the said County of *K.* appertaineth; To have and to hold, exercise and enjoy the said Office of Swanherd, and Overseer of the Premisses, unto the said *W.S.* by himself, or his sufficient Deputy or Deputies, and all such Profits, Commodities and Advantages, as to the said Office, do or ought in any wise to belong or appertain, from henceforth, during the will and pleasure of me the said *H.C.* mine Heirs and Assigns. And I the said *H.C.* in consideration of the Premisses, for me, mine Heirs and Assigns, do give and grant unto the said *W.S.* one yearly Rent, Fee and Annuity of 20 s. of, &c. To have, perceive, receive, take and enjoy the said Rent, Annuity, or yearly Fee of 20 s. of, &c. unto the said *W. S.* and his Assigns from henceforth, during the will and pleasure of the said *H. C.* at two Terms, or Feasts of, &c. by even portions, by the hands of the Tenants, Bailiffs, Collectors, Receiver, or Occupiers of the Premisses, or any part thereof, for the time being. In witness, &c. *Dat. &c.*

Of an Advowson from a Common Person.

TO all, to whom these Presents shall come, *A.B.* the true and undoubted Patron of the Rectory of the Parish Church of *D.* in the County of *S.* and Dioces of *C.* and *L.* Greeting in our Lord God everlasting. Know ye, That I the said *A.B.* have given, granted, and by this my present Writing have confirmed unto *C.D.* of &c. Esquire the first and next Advowson, Nomination, Presentation and free disposition of the foresaid Rectory of the Parish Church of *D.* with all the Members and Appurtenances whatsoever, willing, and by this my present Writing, Granting, that it shall and may be lawful to, and for the said *C.D.* his Executors and Administrators to the said Church, with all Rights and Appurtenances whatsoever, whensoever, and howsoever, by Death, Resignation, Deprivation, Cession, Permutation, Dismission, or any other way the same Church first and next shall happen to be void, any honest and learned Clark to present, and all other things which to the said Charge or Office belonging to do and fulfill for the first and next avoidance only as fully, &c. as I my self might do, &c.

Of

Of a Manumiſſion.

TO all to whom theſe Preſents ſhall come, &c. *T. L.* Lord of the Mannor of *D.* ſendeth Greeting. Whereas *A. B.* otherwiſe called *A. B.* our Native Son of *C. B.* otherwiſe called *C. B.* our Native belonging or appendant to our Mannor of *D.* in the County of *E.* was begotten in Villenage, and for ſuch a one, and as ſuch a one was commonly called, held, had and reputed openly, publikely and privately. Know ye, That I the ſaid *T. H.* for divers good and lawful cauſes me thereunto moving, for me and my Heirs forever have manumitted, releaſed, and from the yoak of Servitude, and Villenage diſcharged, and by theſe my Letters Patents do manumit, free, and diſcharge the ſaid *A. B.* with all his Sequels begotten or to be begotten, with all his Goods and Chattels, Lands and Tenements by him already bought, or hereafter to be bought whatſoever. Know ye alſo, That I the ſaid *T. H.* to have Remiſed, Releaſed, and for me my Heirs, &c. hath quit, claimed, and by this my preſent Writing do remit, releaſe, and quit claim unto the ſaid *A. B.* and his Heirs, and all his Sequels, all and all manner of Actions real and perſonal, Suits, Quarrels, Services, Challenges, Treſpaſſes, Debts and Demands whatſoever, which againſt the ſaid *A. B.* or any of the Heirs of his Sequels, or any of them, I have or had, or which I or my Heirs hereafter might have by reaſon of the Servitude and Villenage aforeſaid, or for any other cauſe whatſoever, from the beginning of the World untill the day of the making of theſe preſents; ſo that neither I the ſaid *T. L.* nor my Heirs, nor any other by or for us, or in our names, any action, right, title, claim, intereſt or demand of Villenage or Servitude by the Kings Writ, or by any other means whatſoever againſt the ſaid *A. B.* or his Sequels begotten or to be begotten, or againſt the Goods, Chattels, Lands and Tenements, purchaſed or hereafter to be purchaſed, from henceforth may exact, claim or challenge, at any time hereafter, but that we be wholly and for ever thereof barred by theſe Preſents. And, I the ſaid *T. L.* and my Heirs, the ſaid *A. B.* with all his Sequels begotten or to be begotten Free men againſt all men will warrant for ever by theſe preſents. In witneſs, &c.

Of the Office of a Receivor and Surveyor.

TO all to whom, &c. *E.* Earl of *D.* ſendeth Greeting, Know ye, That I the ſaid Earl have given and granted, and by theſe preſents, do give and grant unto *A. B.* Gent. the Office of Receiver of all the Rents, Iſſues, Profits,

Sums of Money arising, growing, renewing, or coming out of of all my Manors, Lands and Tenements whatsoever in the County of *B.* And also, the Office of Surveyor, of all and singular my foresaid Mannors, Lands, Tenements, and Hereditaments whatsoever. And him the said *A.B.* Receiver and Surveyor of the Mannors, Lands, Tenements, and Hereditaments aforesaid, have ordained and appointed, and by these presents do ordain and appoint, To have and to hold the said Offices of Receiver and Surveyor in as ample manner and form, as any other or others the aforesaid, Officers, or either of them have at any time heretofore have used and had the same. Know ye also, That I the said Earl, Have given and granted unto the said *A. B.* for the execution and performance of the said Offices an Annual or yearly Rent of 20 l. To have, take, receive and levy, for term of his natural life by his own hands out of the Rents, Issues, and Profits of the said Mannors, Lands, &c. at the feast of &c. by equal portions: And if it happen the said Annual Rent of 20 l. to be behind and unpaid—— Then as in other distresses.

Of a Keeper of a Park.

KNow all men, &c. That I *A. B.* Kt. Lord of the Mannor of *D.* have given, and by these Presents have granted to my faithful Servant *C. D.* the custody or Office of Keeper of my Park of *E.* in the County of *S.* and have made and appointed him my Parker of my Park aforesaid; To have and to hold the said Custody or Office by himself or his sufficient Deputy (for whom he will be answerable unto me) during the natural life of the said *C.* with the wages of 4 d. for every day yearly during his life; to be taken by the hands of the Receiver, Bayliff or Farmer of my Lordship, or Mannor of *E.* aforesaid for the time being yearly, during the life of the said *C.* out of the Rents and Profits of the said Mannor, with the Appurtenances: at the Feasts, &c. by even and equal portions. And one Robe, such as my Servants have at the Feast of N. when I or my Heirs shall be pleased to give such Liveries. And if it shall happen, &c. To distrain, and the distresses so taken lawful to carry away, lead, or drive, and the same with him to retain, until of the wages aforesaid, and all arrearages thereof (if any be) be fully satisfied and paid. Wherefore I do will and command the Receivers, Bayliffs, Farmers, and other Occupiers of my said Mannor of *E.* both now and hereafter to be, That out of the Rents, Issues, Farms and Profits of my foresaid Mannor, with the Appurtenances, that he or they pay or cause to be paid to the said *C. D.* or his Assigns, the wages aforesaid of 4 d. for every day at the Feasts aforesaid by equal portions from year to year, and Term to Term, during the life of the said *C.* Know ye also, That I have moreover given, and by these presents, have granted unto the said *C.* Pasture for a horse and 3 Kine within the Park aforesaid, during the life aforesaid, to be depastured: To have to the said *C.* during his life with free ingresse and egresse and

and regreſs, to drive the ſame in and out of the ſaid Park, without any contradiction whatſoever. So as nevertheleſs the ſaid *C. D.* by himſelf or his ſufficient Deputy do well and faithfully keep and exerciſe the ſaid Office, for whoſe doings he will anſwer. In witneſs, &c.

Of an Auditorſhip.

TO all to whom theſe Preſents ſhall come, *H.* Earl of *D.* ſendeth Greeting. Know ye, That I the ſaid Earl, Have made, ordained, conſtituted and appointed *A. B.* Gent. our Auditor, to hear and determine all and ſingular the Accompts of all my Receivers and Bayliffs, Farmers, and other my Officers and Miniſters of all and every my Mannors, Lordſhips, Lands, and Tenements to me accomptable within the Kingdom of *England*, and to do and execute all and every thing which the nature of Accompts doth exact and require. To have, hold, execute, and occupy the Office aforeſaid for term of his life by himſelf or his ſufficient Deputy for his yearly Fee of 10*l.* and for Paper, &c. for writing the Rolls of Accompt 13 *s.* 4 *d.* to be taken out of the Iſſues, Profits, and Revenues of my Mannors, Lordſhips, Lands and Tenements aforeſaid, by the hands of my Bayliffs, and Farmers for the time being. And I do alſo grant by theſe preſents unto the ſaid *A. B.* or his Deputy, who in the exerciſing of the ſaid Office, ſhall be imployed in going, riding, or returning for every day 12 *d.* and for every Servant of the ſaid *A.* or his Deputy 12 *d.* requiring and commanding all my Officers and Miniſters, &c. —— *Ut ſupra.*

Of a Baliwick.

TO all to whom this preſent writing ſhall come, *A. B.* of *C.* in the County of *D.* ſendeth Greeting. Know ye, That I the ſaid *A* in the Fidelity, circumſpection and due diligence of my beloved Servant *G. H.* to me and my Poſterity hereafter to be done and performed; very much relying and confiding, Have made, ordained, and by this my preſent Writing conſtituted the ſaid *G. H.* of the Town, Mannor, or Lordſhip of *R.* in the County of *L.* and Collector and Receiver of all and ſingular my Rents, Fines, Amerciaments and Eſtreats of Court-Leets, or Views of *Franck-Pledge* there: And of all other Profits by reaſon of the ſaid Courts-Leet, or View of *Franck-Pledge*, any way ariſing, emergent or coming. To have, hold, exerciſe, and occupy the ſaid Office to the ſaid *G.* by himſelf ſo long as he ſhall well behave himſelf towards me, and ſhall a true and juſt accompt of his Receipts make unto me, and the ſame ſhall well and truly pay and ſatisfie. Taking of me for his yearly wages 5 *l.* at the Feaſts, &c. by equal portions

by mine own hands after his accompt and full payment at every half year, and the gifts, rewards, and emoluments to the same Office due and accustomed, Requiring, &c. —*Vt supra.*

Of a Ward within age.

TO all, &c. *T. E.* of *A.* sendeth Greeting. Know ye, That I the said Earl, for and in consideration of a certain Sum of money to me by *R. H.* Gent. before-hand paid, Have given, and by these Presents have granted to the said *R.* the custody of *W. B.* Son and Heir of *T. W.* now deceased, and of all his Lands, Tenements and Hereditaments, which of right ought to come into my hands, by reason of the minority of the said *W.* after the death of the said *T.* who held of me at the day of his death by Knights-Service: To have and to hold the custody aforesaid, and the marriage of the said *W.* to the said *R. H.* and his Assigns, until the said *W.* shall attain to the full age of 21 years, and so long as it shall happen the same to be or ought to be in my hands. And if it shall happen the said *W.* to die before he shall accomplish the age of 21 years, his Heir being within age. Then, know ye, That I the said Earl for the consideration aforesaid, Have given, and by these Presents have granted unto the said *R.* the custody of the same Heir, and of his Lands, Tenements, and Hereditaments aforesaid, together with the Marriage of the same Heir, and so from Heir to Heir, until one of them shall attain to the age of 21 years. Given under my hand, &c.

Of an Advowson of a Parsonage in Fee.

THE King, &c. Know ye, That we of our special Grace and meer motion, Have given, and by these presents have granted unto our beloved Subject *T. T.* the Advowson, Donation, free Disposition and Right of Patronage and Presentation of and to the Rectory and Parish Church of *D.* in the County of *S.* To have and to hold the said Advowson, Donation, free disposition and right of Patronage unto the said *T. T.* his Heirs and Assigns for ever, In witness, &c.

Of

Of a Donation of a Free Chappel.

TO all, &c. *A. B.* of &c. Greeting: Whereas the Free Chappel of *R.* in the Dioceſs of *L.* is known to be void, and of right doth belong to my gift. Know ye, me the ſaid *A. B.* the ſaid Chappel with all its Rights and Appurtenances whatſoever to have given and granted to my welbeloved in Chriſt *C. D.* Clerk, an honeſt and learned man. And by vertue of theſe preſents, the ſaid *C.* in bodily poſſeſſion of the ſaid Chappel have inducted. In witneſs, &c.

Of an Annuity given to a Servant for promoting in Marriage.

TO all, &c. *A. B.* of *C.* in the County of *D.* Eſquire ſendeth greeting. Whereas there is a great hope of Marriage between *I. S.* my Servant, and one *E. G.* Know ye, That I the ſaid *A. B.* being willing to augment the commodity and profit of my ſaid Servant, in reſpect of his diligence in his ſervice well and faithfully performed; That he may be the better enabled to live, have given, granted, and by theſe preſents have confirmed to the ſaid *I. S.* and *E.* an Annuity or yearly Rent of &c. iſſuing out of the Manor of *D.* in the County of *D.* &c. To have and hold, and enjoy unto the ſaid *I. S.* and *E.* and the longer liver of them, and their Aſſigns, for and during the natural life of me the ſaid *A. B.* at the Feaſts, &c. and if it ſhall happen, &c. (*ut alibi.*) Provided always, That if the ſaid Marriage ſhall not ſucceed or be conſummated, or if the ſaid *I. S.* and *E.* by me, or by my means, ſhall any way be referred, or either of them, ſhall obtain any Annuity or Annual Rent, Lands, Tenements, or Hereditaments, or any certainty of livelyhood, To have and to hold, during my life, of the yearly value of 10*l.* or more; That then, and from thenceforth theſe preſent Writings ſhall be void and of none effect, any thing therein contained to the contrary in any wiſe notwithſtanding. In witneſs, &c.

Of a Chief Rent, Homage, and Service.

KNow all men, &c. That I *A. B.* of &c. Have given and granted, and by this my preſent Writing have confirmed unto *C. D.* of &c. that all my Rent of 30*s.* homage and free ſervices, iſſuing out of one Tenement,

and four Yard-Land of *I. S.* in *D.* in the ſaid County, with all and every the Appurtenances; which Tenement and four Yard-Land, were heretofore the Lands of *I N.* To have, hold, receive, and take the ſaid 30*s.* Rent, Homage, and Services to the ſaid *C. D.* his Heirs and Aſſigns for ever: Paying, doing, and yielding in the ſame manner and form as the ſaid *I. S.* and his Anceſtors, to me and my Anceſtors, were accuſtomed to pay, do, and yield. And, if it ſhall happen the ſaid yearly Rent of 30*s.* &c. to be behind, &c. That then it ſhall be lawful to and for the ſaid *C. D.* his Heirs and Aſſigns, into the aforeſaid, &c. to enter, &c. In witneſs, &c.

Of an Annuity for Councel, not to be charged upon the Perſon of the Grantor.

TO all to whom, &c. *A. B.* of *C.* in the County of *D.* ſends Greeting. Know ye, That I the ſaid *A.* have given and granted, and by this my preſent Deed, have confirmed unto *E. F.* Gent. for his Councel already given, and hereafter to be given, an Annuity or Annual Rent of 5 *l.* iſſuing out of all my Lands, Tenements, and Hereditaments in *S.* in the ſaid County of *D.* To have and to hold to the ſaid *E. F.* for and during the term of his natural life. Provided always, That this my preſent Writing, nor any thing therein ſpecified, ſhall any way extend to charge my perſon by Writ of Annuity, or any other way whatſoever, but only to charge my ſaid Lands and Tenements aforeſaid, with the Annual Rent aforeſaid. In witneſs, &c.

Of an Annuity to the uſe of a Woman, to begin after the death of the Grantor.

TO all to whom, &c. *A. B.* of &c. Yeo. ſendeth Greeting. Know ye, That I the ſaid *A.* have given and granted, and by theſe Preſents do give and grant unto *C. D.* and *E. F.* an Annuity or Annual Rent of 10 *l.* iſſuing out of all my Meſſuage and Tenement, and Lands thereto belonging, with the Appurtenances in *S.* aforeſaid, To have and to hold, to the ſaid *C. D.* and *E. F.* and their Aſſigns, for and during the term of the natural life of *R. S.* to the uſe of the ſaid *R. S.* whom I do purpoſe by the Grace of God, to take to Wife, to be paid at the Feaſts of, &c. by equal portions, the firſt term of payment thereof to begin at ſuch of the ſaid Feaſts, as ſhall next happen after the death of me the ſaid *A. B.* and not before; and if it happen the ſaid yearly Rent, &c. In witneſs, &c.

Of a Reverſion.

TO all to whom, &c. *A. B.* of &c. Greeting: **Whereas** *T. B.* my Father, hath and holdeth for term of his life, a certain Tenement, with the Appurtenances in *G.* called or known by the name of *H.* the Reverſion whereof to me and my Heirs belongeth; **Know ye**, That I the ſaid *A.* have given, and by this my preſent Writing, have confirmed unto *I. N.* the Reverſion of the aforeſaid Tenement, with the Appurtenances, when it ſhall happen, after the deceaſe of my ſaid Father, **To have and to hold** the ſaid Reverſion, with the Appurtenances, when it ſhall happen, to the ſaid *I. N.* his Heirs and Aſſigns for ever. **In witneſs**, &c.

Of an Annuity with Condition, that the Wife ſhall claim no Dower.

TO all to whom, &c. *A. B.* of *C.* in the County of *D.* Gent. ſendeth Greeting; **Know ye**, That I the ſaid *A. B.* have given and granted, and by this my preſent Writing have confirmed unto *T. G.* and *H. I.* one Annuity or Annual Rent of 20 *l.* iſſuing out of all and every thoſe my Meſſuages, Lands, Tenements, and Hereditaments in *C.* aforeſaid, in the County aforeſaid, with their and every of their Appurtenances, **To have** and to hold to the ſaid *T. G.* and *H. I.* and their Aſſigns, for and during the term of the natural life of *E. B.* my Wife, to be paid at the Feaſt of &c. by equal portions, the firſt day or term of the payment thereof, to begin at ſuch of the ſaid Feaſts, as ſhall firſt and next happen after the death of me the ſaid *A.* **To have and receive** the ſaid Annuity or Annual Rent of 20 *l.* at the Feaſts aforeſaid, in form aforeſaid, to be paid to the ſaid *T. G.* and *H. I.* their Executors and Aſſigns, for and during the natural life of the ſaid *E.* for and in conſideration, and in the name of the whole Dower of the ſaid *E.* to be had out of all the Manors, Lands, and Tenements, which late were, or now are the Manors, Lands, and Tenements of me the ſaid *A. B.* And if it happen the ſaid Annuity or Annual Rent of 20 *l.* or any part or parcel thereof to be behind and unpaid, at any of the ſaid Feaſts, &c. that then it ſhall be lawful &c. to diſtrain &c. **Provided always**, That if the ſaid *E.* or any other perſon or perſons in her name, and by her Aſſent, Act, or Procurement, at any time after the death of me the ſaid *A.* any Right, Title, Claim, or Demand, in the name of her Dower, of and in the ſaid Meſſuages, Lands, Tenements, and other the Premiſſes, or in any part or parcel thereof, ſhall claim or demand to have by any way whatſoever; that then and from thenceforth, the payment of the ſaid Annuity or Annual Rent

Rent of 20 *l.* or any part or parcel thereof, ſhall ceaſe, and that this Grant thereof, ſhall ceaſe, determine, and be void, this my preſent Writing, or any thing or matter therein contained, ſpecified, or expreſſed, in any wiſe notwithſtanding. In witneſs, &c.

A Grant of the Office of an Auditor.

Omnibus &c. R.S. *miles ſalutem. Sciatis me præfat.* R. *ordinaſſe, feciſſe, & per præſentes conſtituiſſe dilect. mihi in Chriſto* T.P. *meum verum Auditor. ad audiend. & determinandum omnia compota, de omnibus ballivis, præpoſitis & miniſtris meis quibuſcunq; infra Comitat. Eſſ. Habend. & occupand. dict. offic. eium, quamdiu mihi placuerit, cum feodo eidem officio conſueto & uſitato, ſolvend. annuatim per manus receptor. meor. in Comitatu prædicto, qui pro tempore fuerint: Dantes & concedentes eidem* T. *plenam poteſtatem et authoritatem ad omn. mod. compota, de ballivis, præpoſitis, et miniſtris meis prædict. capiend. audiend. & determinand. et juſtitiam partibus, ac omnia alia & ſingula faciend. exequend. & expediend. quæ ad officium Auditoris pertinent quoviſmodo. Ratum et gratum habens & habiturus totum et quicquid prædictus Auditor meus fecerit in præmiſſis: Quapropter, omnibus miniſtris, ballivis, et tenent. meis firmiter injungendo præcipio, alios vero deprecor, quatenus præfat.* T. *præmiſſa diligenter exequend. intendentes ſint, obedientes, conſulentes, auxiliantes, prout decet. In cujus rei, &c.*

An Advowſon of a Benefice granted by a Baron, Knight, or Eſquire, &c.

Omnibus Chriſti fidelibus, ad quos præſens ſcript'. pervenerit, A. P. *Dominus* P. *aut* A.B. *Miles, vel Armiger, verus et indubitatus Patronus Rectoriæ, Eccleſia parochialis de* N. *Ebor. dioceſis ſalutem in domino ſempiternam. Noveritis me præf.* A. *dediſſe, conceſſiſſe, & hoc præſenti ſcripto meo confirmaſſe dilect. mihi Chriſtophero* P. *&* Ed. L. *generoſis, conjunctim, & eorum alteri per ſe diviſim Executoribus & Aſſign. ſuis, primam & proximam Advocationem, Donationem, Nominationem, Preſentationem, liberamque Diſpoſitionem prad. Rectoriæ, Eccleſia Paroch. de* N. *vacans, & hoc præſenti ſcripto meo concedens, quod bene liceat & licebit dictis* C. *&* Ed. *conjunctim, & eorum alteri per ſe diviſim, Executoribus & Aſſignat. ſuis, ad prædict. Eccleſiam quandocunque quomodocunque, & qualitercunque per mortem, Reſignationem, Privationem, Ceſſionem, permutationem, dimiſſionem, ſive quocunque alio modo, primo & proxim. contigerit, unum aliquem virum honeſt. & literat. preſentare, ſetraque, omnia quæ ad Patroni munus ſeu offic. ſpectant. perficere, pro hujuſmodi prima, proximaque vacatione tantum, adeo plene & integre, ſicuti egomet ea in propria perſona, ſi hoc præſens ſcriptum meum fact. minime fuiſſet. In cujus rei teſtim.*

meum huic præsenti scripto meo sigill. meum ad arma apposui. Datum 2. die Julii, An. Dom. &c. Et anno Regni nostri H.8. Dei gratia Angl. &c. xxxiii.

A Grant of an Under-stewardship.

Omnibus, &c. T.P. salutem. Cum W.F. miles, per scriptum suum gerens datum primo die Maii, an. &c. constituerit & ordinaverit me præfatum T. Seneschallum suum Dominiorum & Maneriorum de B. & S. in comitatu E. ac omnium cur. vis. franciplg. & litarum infra Dominia & Maneria prædicta. Tenend. Habend. Occupand. & exercend. officium prædict. per me vel per sufficientem deputatum meum, sive sufficientes deputatos meos, pro termino vitæ meæ, cum feod. vad. & regardis & proficuis eidem officio spectantibus, aut ab antiquo debit. vel consuetis, una cum quodam annuali feodo quadraginta solidorum, provexitione & occupatione officii prædict. prout in scripto prædict. plenius apparet. Sciatis me præfatum T. fecisse, ordinasse, & per præsentes constituisse dilectum mihi R. S. meum deputatum, sive subseneschallum dominiorum sive maneriorum prædictorum, ac omnium & singularum curiarum, vis. franciplg. & litarum, infra dominia sive maneria prædicta. Tenendum, occupand. & exercendum idem officium hujusmodi deputat. & subseneschall. eidem R. per se, vel per sufficientem deputatum suum seu sufficientes deputatos suos, ad terminum vitæ mei prædicti T. Percipiend. annuatim, durante termino prædicto, pro officio illo exercendo & occupando omnia feoda, vad. regard. & proficua eidem officio spectantia, aut ab antiquo debita vel consueta, una cum prædict. annuali redditu quadraginta solidorum, adeo plene & integre, & in tam amplis modis & formis, prout egomet nunc aut prædecessores mei habui, percepi usus sui, vel facere consuevi. In cujus, &c.

A Grant of a Stewardship during pleasure.

Omnibus, &c. H.W. Miles salutem. Sciatis quod ego præfat. H.W. dedi & concessi dilecto mihi T.B. officium Seneschal. omnium Dominiorum & Maneriorum meorum in comitatibus E. & H. ac ipsum T. Seneschallum omnium Dominiorum & Maneriorum meorum prædictorum facio, ordino, & constituo per præsentes. Habend. Gaudend. et Exercend. officium prædictum præfato T. per se, vel per sufficientem deputatum suum sive sufficientes deputatos suos, a festo sancti Michaelis Archangeli ultimo præterito, durante beneplacito meo, cum vadiis et feod. tresdecim solidorum et quatuor denariorum per annum, percipiend. annuatim præfato T. de exitibus, proficuis, et reventionibus manerii mei de C. in comitatu E. prædicto, per manus Recept. mei ibidem pro tempore existen. ad festa Paschæ et S. Michaelis Archangeli, per æquales portiones. Mandamus insuper universis & singulis firmariis, tenentibus, et occupatoribus ejusdem, et eorum cuilibet ibidem, ut præfat. T. et dep. utat. suis in hac parte de tempore in tempus assistentes sint, obedientes et auxiliantes in omnibus, prout decet. In cujus rei testimonium huic præsenti scripto meo sigillum meum apposui. Datum, &c.

A

A Grant of a Stewardſhip for term of life.

OMnibus, &c. ad quos, T. B. miles ſalutem. Sciatis me præfat. T. dediſſe & per præſentes conceſſiſſe A. B. Officium Seneſchalli ſive Seniſchalſiæ omnium & ſingulorum Dominiorum, Manteriorum, et Hæreditamentorum meorum de R. F. et C. in Comitatu S. et cuſtodiam ſive Officium Tenend. curiarum let. viſ. franciplegiorum, et ſingularum cur. viſ. francipleg. et letarum, Dominiorum et Manteriorum prædictor. et eorum cujuſlibet. Ac ipſum A. Seneſchallum meum generalem curiarum mearum, viſ. francipleg. et letarum, infrà Dominia, Maneria, et Hæreditamenta mea prædicta, facio, conſtituo, et ordino per præſentes. Habendum, Tenendum, Exercendum, et Occupandum Officium prædictum cum pertinen. una cum omnibus et ſingulis feod. vad. regardis, perficuis, et advantagiis eidem officio ſpectan. ſive pertin. præfat. A. per ſe, vel ſufficientem deputatum ſuum, ſive ſufficientes deputatos ſuos, pro termino vitæ ipſius A. Et ulterius ſciatis me præfat. T. dediſſe, conceſſiſſe, et hoc præſenti ſcripto meo confirmaſſe præfato A. tam pro officio prædicto exercendo et occupando, quam pro bono conſilio ſuo mihi per eundem A. ante hac tempora impenſo in poſterum impendendo, quandam annuitatem ſive annualem reddit. centum ſolidorum, exeunt. de et in omnibus prædictis Dominis, Maneriis et Hæreditamentis meis in R. F. et C. prædict. ad feſta Paſchæ Sancti Michaelis Archangeli per æquales portiones, annuatim ſolvend. per manus receptorum firmariorum, ballivorum, ſeu tenentium meorum premiſſorum, durante vita ipſius A. Et ſi contingat prædict. annuitatem, ſive annualem redditum centum ſolidorum, ſive aliquam inde parcellam a retro fore inſolutum, in parte vel in toto ad aliquod feſtum feſtorum prædictor. quo ut præfertur ſolvi debeat quod tunc bene licebit eidem A. et aſſign. ſuis in omnia prædict. Dominia, Maneria, et Hæreditamenta intrare et diſtringere, et diſtrictiones ſic ibidem captas, et habitas, licite aſportare, effugare, et penes ſe retinere, quouſque eidem A. et aſſignat. ſuis de annuitate ſive annuali reddit. prædict. una cum arreragiis ejuſdem, ſi qua fuerint, eidem A. et aſſignatis ſuis plenarie fuerit ſatisfactum et perſolutum. In cujus rei, &c.

JOYN-

JOYNTURES.

A Womans Joynture of Land in London, *paſſed by way of Recovery.*

THis Indenture tripartite, &c. Between *W. J.* of *L.* Gent. on the firſt part, and *R. P.* Cit. and Leatherſeller of *L.* and *A. P.* of the ſame City, Goldſmith, on the 2d part, and *E. P.* and *C. P.* on the 3d part; Witneſſeth, That the ſaid *W. J.* for and in conſideration of a Marriage to be had and ſolemnized between the ſaid *W. J.* on the one part, and *F. P.* Daughter of the ſaid *R P.* on the other part, and for a Joynture to be made to the ſaid *F.* and for divers other good Conſiderations, the ſaid *W.* eſpecially moving, doth covenant and grant for himſelf, his Heirs, Executors, and Adminiſtrators, to and with the ſaid *R. P.* his Heirs, Executors and Adminiſtrators, by theſe Preſents. And, it is covenanted, granted, and agreed by and between all the ſaid parties to theſe Preſents, in manner and form following, That is to ſay, That he the ſaid *W. J.* within forty daies next enſuing the date of theſe Preſents, ſhall make and execute, or cauſe, &c. unto the ſaid *R. P.* and *A. P.* and to their Heirs, a good, lawful, perfect, and abſolute Eſtate in the Law in Fee-ſimple, of and in all that Meſſuage, &c. All which ſaid Tenements and Premiſſes aforeſaid, are ſcituate within the Pariſh, &c. and alſo of and in the Reverſion and Reverſions of all and ſingular the ſame Premiſſes, to the intent that the ſaid *R P.* and *A. P.* and their Heirs, ſhall and may ſtand ſeiſed of the ſame Premiſſes, whereby within one month next after the making and execution of the ſaid Eſtate, of all and ſingular the ſaid Meſſuages and Tenements, and other the Premiſſes to the ſaid *R.* and *A* and their Heirs in form aforeſaid, the ſaid *E. P.* and *C. P.* or the Survivor of them, ſhall purſue and bring the Kings Majeſties Writ of *Right Patent*, out of his Highneſs Court of *Chancery*, againſt the ſaid *R.* and *A.* or the Survivor of them to be directed to the Mayor and Sheriffs of the City of *L.* By which Writ of *Right Patent*, the ſaid *E.* and *C.* or the Survivor of them in the *Guild-Hall* of *L.* before the ſaid Mayor and Sheriffs in the Court of *H.* according to the cuſtome of the ſaid City, ſhall demand againſt the ſaid *R P.* and *A. P.* or the Survivor of them, the ſaid Meſſuages and Tenements,

ments, and all and ſingular other the Premiſſes with their Appurtenances by the names of &c. in *L.* or by ſuch other names or quantities, as ſhall be reaſonably deviſed: And that the ſaid *R. P.* and *A. P.* or the Survivor of them in his or their own perſons, or by his or their ſufficient Attorney, ſhall appear to the ſaid Writ; and after Declaration thereupon made, ſhall make defence, and vouch over to Warranty the ſaid *W. J.* who ſhall appear and enter into warranty, and vouch over the common Vouchee, which common Vouchee ſhall imparl, and after make default in contempt of the Court, whereby Judgment ſhall be given in the ſaid Writ againſt the ſaid *R.* and *A.* or the Survivor of them, and Execution thereof ſhall be had and ſued in ſuch ſort, that a perfect Recovery with a double Voucher ſhall be had and perfectly executed of all and ſingular the Premiſſes. And further, it is by theſe preſents, fully and expreſly witneſſed and declared: And alſo it is covenanted, granted, condeſcended and agreed by and between all the ſaid parties by theſe preſent Indentures, that the ſaid Recovery to be had and executed as aforeſaid, and the Execution thereof ſhall be: And that the true intent and meaning of the ſame is, and that all other Recoveries to be had, ſuffered, levyed, or executed, of the Premiſſes, or any part or parcel thereof within one year after the making and executing of the ſaid Eſtate of the Premiſſes, to the ſaid *R.* and *A.* and their Heirs as aforeſaid ſhall be, and that the ſaid *E.* and *C.* and their Heirs, and all and every other perſon and perſons, and their Heirs, which at any time hereafter ſhall be ſeiſed of the ſaid Meſſuages and Tenements, and other the Premiſſes with their Appurtenances, and of every or any part thereof, by virtue of any Recovery or Recoveries aforeſaid, ſhall ſtand and be ſeiſed of all and ſingular the Premiſſes, with the Appurtenances, to the only uſes and intents hereafter in theſe preſents expreſſed and mentioned, and to none other uſe, intent or purpoſe whatſoever; That is to ſay, To the uſe of the ſaid *W.* and his Heirs, until Marriage ſhall be had between him the ſaid *W.* and the ſaid *F. P.* And from and after Marriage had between the ſaid *W.* and *F.* then to the uſe of the ſaid *W.* and *F.* for & during all the term of their natural lives, and the natural life of the longer liver of them two, and after their deceaſes, then and from thenceforth to the uſe of the Heirs of the bodies of the ſaid *W.* and *F.* between them two lawfully to be begotten: And for lack of ſuch Iſſue, then to the uſe of the Heirs of the body of the ſaid *W. J.* and for lack of ſuch Iſſue, then to the uſe of ſuch perſon and perſons, and his, her, or their heirs, as the ſaid *W.* hereafter by his laſt Will and Teſtament, or otherwiſe by Writing, under his hand and Seal, ſealed and delivered in the preſence of 3 Witneſſes at the leaſt, ſhall name or appoint: And for and in default of ſuch nomination or appointment, then to the uſe of the next right Heirs of the ſaid *W. J.* for ever. And moreover, the ſaid *W. J.* for him, &c. covenanteth with the ſaid *R. P.* his &c. That the ſaid Meſſuage, Tenements, and other the Premiſſes now be, and from henceforth for ever ſhall or may remain, come, continue and be to the uſes afore in theſe preſent Indentures expreſſed and mentioned, as well of the full and clear yearly value of 20 l. of &c. over and beyond all Charges and Repriſes whatſoever; as alſo free and clearly diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid *W.* his Heirs, Executors, or Adminiſtrators, well and ſufficiently ſaved and kept harmleſs, of and from all and ſingular

Yearly value.

Diſcharge of Incumbrances.

ſingular Bargains, &c. had, made, done, or ſuffered, or hereafter to be had, made, done, or ſuffered, before a perfect Recovery ſhall be had and perfectly executed, of all and ſingular the Premiſſes, with their Appurtenances, to the uſes afore in theſe preſents expreſſed: According to the true intent and meaning of theſe preſent Indentures (the chief Rents and Services hereafter to grow due for the Premiſſes, to the chief Lord or Lords of the Fees of the ſame, and all Leaſes for years heretofore made and granted, not exceeding the term of 21 years now to come, not hurtful or prejudicial to the clear yearly value of 20 l. afore ſpecified; and whereupon the old uſual yearly Rents or more, have been reſerved or ſhall be yearly due and payable, during the continuance of the ſame Leaſes, to the uſes afore in theſe preſents expreſſed, only excepted and forepriſed.) And furthermore, the ſaid *W.* covenanteth with the ſaid *R.* his &c. that for the better aſſurance of all and ſingular the Premiſſes, with all and ſingular their Appurtenances, to be had and made ſure, to the uſes afore in theſe Indentures ſpecified and limited, he the ſaid *W.* and his Heirs, and all and every other perſon and perſons, and their Heirs, any thing lawfully having, or lawfully claiming in or to the Premiſſes, or any part thereof, by, from, or under the ſaid *W.* or the ſaid *F. J.* his Father, or *M. J.* his Mother, or any of them (other then only the Leſſees, and their Aſſigns, claiming for or by reaſon of their Leaſes afore excepted in theſe preſents) ſhall and will upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *R. P.* his Heirs, Executors, Adminiſtrators or Aſſigns, do, make, knowledge, and ſuffer to be done, all and every ſuch lawful and reaſonable act and Acts, thing and things, be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, ſingle or double, or by any other wayes or means whatſoever, with warranty againſt them and their Heirs only, as by the ſaid *R.* his &c. ſhall be deviſed &c. at any time or times within the ſpace of five years next after the day wherein marriage ſhall be had between the ſaid *W. J.* and *F. P.* And the ſaid *R. P.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant and grant to and with the ſaid *W. J.* his Executors and Adminiſtrators by theſe preſents; And by theſe preſents doth declare his mind and pleaſure to be, That after the deceaſe of the ſaid *R. P.* the ſaid *F.* his Daughter (if ſhe be then living) at or upon reaſonable demand, ſhall or may have a reaſonable and rateable Childs Portion, agreeable to the antient uſe and cuſtom of the City of *L.* of all ſuch Goods, Chattels, and Credits, as ſhall be of the ſaid *R. P.* at the time of his deceaſe, in ſuch manner as any other Child or Children of the ſaid *R. P.* ſhall or ought to have, by virtue or means of the ſame cuſtom; Any advancement received before, or at time of marriage of the ſaid *W.* and *F.* or after their marriage, by or from the ſaid *R. P.* in any wiſe notwithſtanding. In witneſs, &c.

Further aſſurance.

Covenant for a Childs Portion (beſides the preſent advancement) at the death of the Father.

An

An Indenture of Limitation of Uſes upon a Marriage.

THis Indenture made, &c. Witneſſeth, That it is covenanted, granted, concluded, condeſcended, and fully agreed by and between the ſaid parties, to theſe Preſents, in manner and form following; And firſt, The ſaid *E. S.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, grant, and fully agree, to and with the ſaid *I. O.* his Executors, and Adminiſtrators, by theſe preſents; That *A. S.* Son and Heir apparant of the ſaid *E. S.* ſhall before the Feaſt of &c. next enſuing, after the day of the date hereof, by God's permiſſion, eſpouſe, marry, and take to his wife *A. O.* Daughter of the ſaid *I. O.* if ſhe the ſaid *A. O.* will thereunto conſent and agree, and the Laws of Holy Church, the ſame will permit and ſuffer: And in like manner the ſaid *I. O.* &c. In conſideration of which ſaid Marriage ſo to be had and ſolemnized, in manner and form aforeſaid; and alſo in conſideration of ſuch ſum and ſums of money, as are already paid, and otherwiſe agreed upon to be paid, to the ſaid *E. S.* by the ſaid *I. O.* and wherewith the ſaid *I. O.* ſtandeth bounden, charged, or covenanted, in any wiſe, to pay or ſatisfie unto the ſaid *E. S.* in conſideration of the ſaid Marriage; as alſo for the better continuance and preſervation of the Houſe and Name of the ſaid *E. S.* with ſuch Manors, Lordſhips, Lands, Tenements, and Hereditaments, as hereafter in theſe preſents are mentioned, expreſſed, or intended, to be granted or conveyed, ſo long as it ſhall pleaſe God to permit and ſuffer the ſame, and for the better advancement of the ſaid *A. S.* with a convenient Joyntureſſe for the ſaid *A.* and likewiſe for the preferment and advancement of the Children, and others of the Kindred and Blond of the ſaid *E. S.* and for the natural love and affection which he beareth to them, and every of them. It is further covenanted, concluded, and fully agreed by and between the ſaid parties, to theſe preſents, in manner and form following. And firſt, the ſaid *E. S.* for himſelf, &c. doth covenant and grant, to and with the ſaid *I. O.* his Executors, and Adminiſtrators, &c. and with every of them by theſe preſents, that he the ſaid *E. S.* his Heirs, within the ſpace of &c. ſhall and will, at the coſts and charges in the Law of the ſaid *I. O.* and at and upon the reaſonable Requeſt or Requeſts of the ſaid *I. O.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, to be made to the ſaid *E. S.* at &c. upon 20 days warning by Word or Writing, or otherwiſe without Requeſt by Fine or Fines, with Proclamations in due form of Law to be levyed, Recovery or Recoveries, to be had and purſued, according to the Order and Courſe of Common Recoveries, Deed or Deeds, Inrolled or not Inrolled, Feoffments, or ſuch other good and ſufficient Conveyances and Aſſurances in the Law, as by him the ſaid *I. O.* his Heirs, Executors, or Aſſigns, or their, or any of their Councel learned, ſhall be reaſonably deviſed or adviſed. So that the ſaid *E. S.* be not inforced to travel further then &c. for the doing, making, or acknowledging of ſuch ſaid Fine or Fines, Recovery or Recoveries, or ſuch ſaid other Aſſurance or Convey-

Conſiderations.

To make further Covenant and Aſſurances.

ance

mee aforesaid, shall and will convey and assure, or cause to be conveyed and assured unto *R. H. T. T.* &c. and their Heirs, or to the Heirs of one of them, and to the Survivor of them and his Heirs, all and singular his Mannors and Lordships of *S* &c. and in the said County of *L.* and also all and singular Scites, Seigniories, Services, Franchizes, Priviledges, Courts-Leets, Perquisites of Courts and Leets, View of Franck-pledge, and all that to View of Franck-pledge appertaineth, and all other Appurtenances, Emoluments, and Hereditaments whatsoever, unto the said Mannors and Lordships, or unto any of them appertaining or belonging. And all and singular his Mannors, Messuages, Mills, Dove-Houses, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Commons, Common of Pasture, and Turbary Rents, Reversions, Services, Appurtenances, Emoluments and Hereditaments whatsoever, within the several Towns, Townships, Fields, Hamlets, Precincts and Territories of, &c. or elsewhere within the said County of *L.* in whose Hands or Possession soever the same be, or shall be; and also the Advowsons of the Churches of *C. D.* and *S.* aforesaid. And for the better Declaration of the Use, Uses, and Intents and Purpose of such said Fine, and Fines, Recovery or Recoveries, and other Estates, Assurances and Conveyances, so to be knowledged, suffered, executed, or made of the said Premisses as aforesaid; it is covenanted, granted, and agreed by and between the said parties to these presents. And the said *E. S.* for himself, &c. doth Covenant, Promise, Grant, declare, limit, and fully agree, to, and with the said *J. O.* his, &c. and to and with every of them by these presents, That the said Fine and Fines, Recovery and Recoveries, Estate and Estates, and other Assurances whatsoever, to be levyed knowledged, or made of the said Premisses, or any part or parcel thereof as aforesaid, and the Estate, Right, Title, Interest and Possession of them the said *R. H. T. T.* and their Heirs, and the Survivors and Survivor of them, his and their Heirs, shall be and for ever be, adjudged, &c. to be, and also that the said *R.* &c. shall stand and be seised, of, and in the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, Appurtenances, Emoluments and Hereditaments, and of all other the said Premisses, with all and singular their Appurtenances, and every part and parcel thereof, to the several Uses, Intents, Purposes, Agreements, Limitations, Liberties, Provisoes and Conditions hereafter in these presents expressed, mentioned and declared, and to no other use, intent or purpose, in any wise, *viz.* Of, in, and upon all that Messuage, Tenement and Farm-hold, scituate, lying, and being in *S.* aforesaid, now or late in the Occupation of, &c. And of, in, and upon all Houses, Edifices, Buildings, Barns, Stables, Kilnes, Dove-houses, Orchards, Gardens, Crofts, Lands, Tenements, and Hereditaments thereunto belonging or appertaining, or therewith, as part, parcel, or member thereof, heretofore had, occupied, used, demised, enjoyed, accepted, or taken, with all and singular their Appurtenances, being parcel of the said Premisses afore covenanted, to be assured and conveyed as aforesaid, to the use and behoof of them the said *A. S.* and *A.* now his wife, and their Assigns, for, and during the term of their natural lives, and for and during, and until the full end and term, and during all the term of the

Declaration dez Uses del Fine.

Lands appointed for the Joynture of A.

natural life of the Survivor, and longeſt liver of them the ſaid *A.* and *A.* for, and in recompence, and as parcel of the Feoffment or Joynture of the ſaid *A.* and by and immediately after the natural death and deceaſe of them the ſaid *A.* and *A.* then to the uſe, &c. And alſo of, in, and upon all the reſt and reſidue of the ſaid Mannors, Lordſhips, Lands, Tenements and Hereditaments, and all other the ſaid Premiſſes, with all and ſingular their Appurtenances, whereof the ſaid Fine or Fines, Recovery or Recoveries, and other the Aſſurances and Conveyances aforeſaid, are before, in and by theſe preſents, covenanted to be had, levyed, or acknowledged as aforeſaid, other then the ſaid Meſſuage, Tenement and Premiſſes, in the poſſeſſion of the ſaid, &c. and his Aſſigns as aforeſaid, to, and for the only uſe and behoof of him the ſaid *E. S.* party to theſe preſents, and of his Aſſigns, for, and during the term of the natural life of him the ſaid *E. S.* without impeachment of any manner of Waſt, by him the ſaid *E. S.* to be charged, and chargable with ſuch Annuities, yearly Rents, ſums of Money, Payments, or Rents and Diſtreſs for the ſame, as ſhall be hereafter in theſe preſents limited or expreſſed, according to the true intent of theſe preſents. And by and immediately after the natural death and deceaſe of the ſaid *E. S.* then to the uſe and behoof of, &c. Provided always, and for the further explaining of the true intent and meaning of the ſaid Parties to theſe preſents; It is further covenanted, granted, conducted, condeſcended, and fully agreed, by and between the ſaid Parties to theſe preſents; and nevertheleſs, the ſaid *E. S.* for, &c. doth further Covenant and Grant, to, and with the ſaid *J. O.* his, &c. and to, and with every of them by theſe preſents, That the ſaid Fine and Fines, Recovery and Recoveries, and other the Aſſurances and Conveyances afore covenanted, or mentioned to be levyed, ſuffered, had, or made of the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with the Appurtenances, or any part thereof, ſhall be, and that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor and Survivors of them, and his, or their Heirs, ſhall ſtand and be ſeiſed of, and in all and every the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes other then, &c. and excepting the ſaid Meſſuage, Tenement and Premiſſes, now in the poſſeſſion of, &c. as well to and for the uſe of ſuch perſon and perſons, and of, and for ſuch and the ſelf ſame Eſtates, Uſes, Intents and Purpoſes, as before, in, and by theſe preſents are thereof expreſſed and declared, nevertheleſs charged and chargable, with their payments of ſuch Rents, ſums of Money, and annual Payments, as hereafter in theſe preſents are limited, covenanted, or intended to be paid out of, or out of the ſame. And alſo, to, and for the aſſurance of ſuch ſaid Rents, Sums of Money, and Payments, and in ſuch ſore, manner and form, as hereafter followeth. That is to ſay, The ſaid Eſtate and Eſtates, and every of them ſhall be, and that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor of them and his Heirs, ſhall ſtand, and be thereof, and every part thereof (except before excepted) ſeiſed, to, and for ſuch uſe, uſes, intent and purpoſe notwithſtanding, and the uſe or uſes thereof before in theſe preſents limited or expreſſed: That if the ſaid *E. S.* during his life-time, and after his death, all and every other perſon and perſons, to whom the ſaid Premiſſes

(except

A yearly Rent for the maintenance of A. and A. his wife, and for fulfilling up her Joynture.

(except before excepted) shall by force and virtue of the Uses and Limitations before in these presents thereof declared, come, remain, or be, as they and every of them shall come to, and be in actual and real possession or exception of the same, or their several Assigns, shall not, or do not yearly, from and after the day of the date hereof, for, and during the term of the natural lives of them the said *A. S.* and *A.* his Wife, and for, and during the term of the natural life of the Survivor and longest liver of them, well and truly content, satisfie, and pay unto the said *A. S.* and *A.* his wife, their Executors, Administrators and Assigns, at, or within, &c. the whole and just Sum, or yearly Rent or Payment of, &c. of good and lawful money of *England*, yearly, at two several Feast-days in the year, *viz.* By eaven Portions, without any further delay; the first payment thereof to commence and begin at the Feast of, &c. next ensuing the day of the date of these presents, that then, and from thenceforth, and so often as the said Rent, or yearly Payment of, &c. or any part or parcel thereof, shall fortune to be behind, after the day of the date hereof, during the natural lives of the said *A. S.* and *A.* and during the life of the Survivor and longest liver of them. It shall and may be lawful, to, and for the said *A.* and *A.* his Wife, or unto either of them, their, or either of their Executors or Assigns, Deputy or Deputies, in that behalf lawfully authorized, at all, or any time or times thenceforth, into all and singular the said Mannors, Messuages, Lands, Tenements, and Hereditaments, and all other the Premisses, with all and singular their Appurtenances, (other then the said Messuage) and into every, or any part or parcel thereof, to enter and distrain, as well for the said yearly Sum of money, or annual Payment of, &c. and for every, or any part or parcel thereof, so being behind and unpaid as aforesaid, as also for the Arrearages of the same, and every or any part thereof, if any be, or shall be then behind and unpaid: And the Distreise and Distresses so there taken, lawfully to lead, drive, take, carry away, and impound, and with them, or either, or any of them, to detain and keep, until such time as the said yearly Rent or Payment of, &c. and every part and parcel thereof, so to be behind and unpaid as aforesaid, and the arrearages thereof, if any shall fortune to be behind and unpaid as aforesaid, be unto them the said *A.* and *A.* his wife, or the one of them; their, or the one of their Executors, Administrators or Assigns, or some of them, fully contented, satisfied and paid. Provided also, and it is further covenanted and agreed between the said Parties to these presents, That the said Fine or Fines, Recovery and Recoveries, and other the Assurances or Conveyances afore covenanted or mentioned, to be levyed, suffered, had, or made of the said Premisses, or any part thereof shall be, and also that they the said *R. H. T. T.* and their Heirs, and the Survivor and Survivors of them, and his or their Heirs shall stand and be seised of, and in all and singular the said Premisses, with the Appurtenances, other then the said Messuage, to, and for such intent and purpose, that it shall and may be lawful to, and for the said *E. S.* at any time or times during his life, by his last Will and Testament in Writing, or otherwise by his Writing under his Hand and Seal, to assure, appoint, limit and convey to the now Wife of the said *E.* or any other lawful Wife or Wives, which he the said

Distress for the Rent.

Proviso to make Joyntures for wives.

E. S. ſhall hereafter fortune to marry for term of life, only of ſuch wife or wives, or to any other perſon or perſons, to the uſe of any ſuch wife or wives for term of life; only of ſuch wife or wives, for, and in the name of the Joynture or Joyntures of ſuch ſaid wife or wives a full 3d part, or leſs, or ſo much as ſhall amount to a full 3d part, or leſs, of all the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments, and other the Premiſſes; ſo that the ſaid Meſſuage be not part or parcel thereof; and ſo that no ſuch Aſſurance, Appointment, Limitation or Conveyance, ſhall, or do extend unto, or be made of more, or any greater part of the Capital Houſes, Demeſne Lands, Milne and Fiſhings now in the annual Occupation of the ſaid *E. S.* then a full 3d part of the ſame. And further alſo, That it ſhall and may be likewiſe lawful to, and for the ſaid *E. S.* from time to time, and at all and every time and times hereafter, during the term of his natural life, by his Deed or Deeds, or other lawful Act or Acts in Writing under his Hand and Seal, or otherwiſe by his laſt Will and Teſtament, to give, grant, diſpoſe, limit, aſſign, aſſure, convey or appoint, to any perſon or perſons whatſoever, all and every, or any the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and other the ſaid Premiſſes, with all and ſingular their Appurtenances, the chief Houſe called, &c. and the Demeſnes thereto belonging, and all Mills, Mill-Dams, and free Fiſhing, now in the poſſeſſion of the ſaid *E. S.* (And alſo the ſaid Meſſuage, Tenement, and Lands, before, in and by theſe Preſents, limited, expreſſed, or appointed, to or for parcel of the Joynture of the ſaid *A.* onely excepted, for and during the term of 21 years, or ſome ſhorter or leſſer term of years, or for the term of one, two, or three lives, to be all in full life at the time of the making of ſuch Grant, Leaſe, Demiſe, or Deviſe aforeſaid, charged or chargable, with ſuch Rents, ſums of Money, and payments, as before or after in theſe Preſents are appointed, limited or declared, to be had, levied, or iſſuing out of the ſame, or any part thereof, as in theſe preſents is mentioned and declared; ſo alwayes, that all and every ſuch Leaſe and Leaſes, Deviſe and Deviſes, nor any of them be not made, to be without impeachment of any manner of Waſt, by any ſpecial Clauſe, Proviſo, or Covenant therein to be contained; and that every ſuch Leaſe, Grant, Demiſe or Deviſe be ſo made of Lands or Tenements in poſſeſſion, uſually letten to Farm by the greater ſpace of 21 years laſt paſt, and not of any Lands in Reverſion, and ſo that upon every ſuch Grant, Leaſe, Demiſe and Deviſe, the old and accuſtomed Rent and Rents, Boons, Averages, Cuſtoms and Services, or more, be reſerved to be due and payable, during the continuance of every ſuch Deviſe, Grant and Leaſe, at the Dayes and Times, and in ſuch manner and form as the ſame have been accuſtomed. Provided alwayes, and it is further covenanted, granted, and fully agreed by, and between the ſaid Parties to theſe preſents, for them, and every of them, their Heirs and Aſſigns, and the true intent and meaning of theſe preſents, &c. of either of the ſaid parties, is, notwithſtanding any the Limitation or Limitations of the Uſe or Uſes aforeſaid, That if it fortune the ſaid *E. S.* to die, having one Daughter or more of his body lawfully begotten, then to be living and married; or if any ſuch Daughter or Daughters ſhall be married, and the marriage-money of ſuch Daughter

Power reſerved to make Leaſe.

For levying of money for Daughters.

Daughter or Daughters agreed upon, and not fully paid at the time of the death of the ſaid *E.* then if the ſaid *A. S.* or the Heirs-males of his Body, or ſuch other perſon or perſons to whom the ſaid Premiſſes, other then Meſſuage, by vertue of theſe preſents, ſhall come and remain according to the Uſes and Limitations before in theſe preſents limited and appointed, ſhall not, and do not content and pay yearly after the death of the ſaid E. unto them the ſaid *R. H. T. T.* or to the Survivor or Survivors of them, and his or their Heirs, the whole and juſt ſum, or yearly payment of 50 l. of good and lawful money of *England*, at one whole and entire payment, in and upon, yearly ſo long as, and until ſuch times as they the ſaid *R. H. T. T.* or the Survivors and Survivor of them, and his Heirs, ſhall, may or might, have had, and received the whole and juſt ſum of 300 l. to, and for the uſe benefit, and behoof of the ſaid Daughter and Daughters of the ſaid *E. S.* as ſhall be ſo unpreferred in marriage, or otherwiſe married; and the marriage money agreed upon, and not fully ſatisfied at the time of the death of the ſaid E. for, and towards their better Preferment, Education and Advancement, the firſt payment thereof to be made in and upon the Feaſt day of *A.* next enſuing, after the death of the ſaid *E.* that then, by, and immediately after ſuch default of payment of any the ſaid Sum or Sums of money, or of any part or parcel thereof, in manner and form aforeſaid, the ſaid Fine and Fines, Recovery and Recoveries, Eſtate, Conveyances and Aſſurances ſo to be had made, of all the ſaid Premiſſes as aforeſaid, other then the ſaid Meſſuage, and the Execution thereof ſhall be And alſo, That they the ſaid *R. H. T. T.* & their Heirs, & the Survivor of them, & his Heirs, ſhall ſtand & be ſeiſed of, and in all the ſaid Mannors, Meſſuages, Lands, Tenements & Hereditaments, other then the ſaid Meſſuage before, in, and by theſe Preſents limited and appointed, for the Joynture of the ſaid *A.* to ſuch uſe, intent and purpoſe, that it ſhall and may be lawful to and for the ſaid *R. H. T. T.* their Heirs and Aſſigns, or Attornies, in that behalf, after the death of the ſaid *E. S.* and after default of payment of the ſaid Sum of, &c. yearly, and ſo often as default of payment thereof ſhall be made as aforeſaid, from time to time ſo long as, and until ſuch time as they the ſaid *R. H. T. T.* their Heirs and Aſſigns, ſhall or may, or otherwiſe might have received the ſaid Sum of, &c. to the uſe and benefit of the ſaid Daughter and Daughters as aforeſaid, into the ſaid Mannor, &c. and with them to detain and keep, until they, and either of them, of the ſaid yearly Rent, or Payment of, &c. and every part thereof, then to be due, be fully contented, ſatisfied and paid, the ſame to be beſtowed and imployed by the ſaid *R. H. T. T.* and the Survivors and Survivor of them, his, and their Heirs, for, and towards the preferment and advancement in Marriage, or otherwiſe, of ſuch ſaid Daughter and Daughters, any Uſe, limitation of Uſe, other then the ſaid yearly Rent or Payment of, &c. afore-limited, and for the fulfilling and making up of the Joynture of the ſaid *A.* before in theſe Preſents expreſſed, to the contrary in any wiſe notwithſtanding. Provided always, and it is likewiſe further covenanted, granted, and fully agreed by and between the ſaid Parties, to theſe Preſents, for them, their Heirs and Aſſigns, and the true intent and meaning of theſe preſents, and of the ſaid

Parties, is, notwithſtanding any the limitation of the Uſe or Uſes aforeſaid; that if it fortune the ſaid *A.S.* to dye, having one or more Daughters of his Body lawfully begotten, then to be living, and unmarried, or their Marriage-mony not fully paid at the time of the Death of the ſaid *A. S.* and having alſo Iſſue male of his Body lawfully begotten; and then if the ſaid Iſſue-male of the Body of the ſaid *A.* ſhall not, or do not yearly after the death of the ſaid *A.* and after the death of the ſaid *E. S.* content, and pay unto the ſaid Daughter or Daughters of the ſaid *A.* the whole and juſt ſum, or yearly payment of, &c. of good and lawful money of *England*, at one whole and intire payment, in and upon, &c. yearly ſo long as, and until ſuch time as ſuch ſaid Daughter and Daughters, or ſome of them, ſhall, may or might, have had, and received the whole and juſt ſum of, &c. to, and for the uſe, benefit, and behoof of ſuch ſaid Daughter and Daughters of the ſaid *A.* and for default of ſuch Iſſue-male of the Body of the ſaid *A.* then if the Iſſue-male of the Body of the the ſaid *E. S.* if the ſaid *E.* ſhall have any Iſſue-male of his Body lawfully begotten, then to be living, ſhall not, or do not yearly after the death of the ſaid *A.* and after the death of the ſaid *E.* as they, and every of them ſhall come, and be in poſſeſſion of the ſaid Premiſſes, likewiſe content and pay unto ſuch ſaid Daughter and Daughters of the ſaid *A.* the ſaid whole and juſt ſum of, &c. of good, &c. at one whole and entire payment, in and upon, &c. yearly, until ſuch ſaid Daughter and Daughters, their Executors or Aſſigns, or ſome of them, ſhall, may or might, have had, and received the whole and juſt ſum of, &c. to, and for the uſe, benefit, and behoof of ſuch ſaid Daughter and Daughters, for their better preferment and advancement, the firſt payment to begin at the Feaſt, &c. next enſuing, after the death of the ſaid E. and *A*: And for default of ſuch Iſſue, then if all and every perſon and perſons, to whom the next and immediate Remainder of the ſaid Premiſſes, by force, and according to the effect of the uſes aforeſaid, ſhall then next and immediately belong and appertain, as they, and every of them ſhall come to, and be in actual poſſeſſion of the ſaid Premiſſes, ſhall not, or do not yearly after the ſeveral deaths of the ſaid E and *A* without Iſſue male of their ſeveral Bodies as aforeſaid, content and pay unto ſuch ſaid Daughter and Daughters of the ſaid *A.* the whole and juſt Sum of, &c. of like lawful money of *England*, at one whole and entire Payment, in and upon &c. yearly, until ſuch time as ſuch ſaid Daughter and Daughters of the ſaid *A.* their Executors or Aſſigns, or ſome of them ſhall, may or might, have had, and received the whole and juſt Sum of, &c. to, and for the ſaid benefit and behoof of ſuch ſaid Daughter and Daughters of the ſaid *A.* for, and towards their better Preferment, Education and Advancement; the firſt payment thereof to be made in and upon the, &c. next enſuing, after the death of the ſaid *E.* and *A.* without Iſſue-male of their, or either of their Bodies as aforeſaid: Or otherwiſe, if it fortune the ſaid *A. S.* to dye, without Iſſue Male, or Female of his Body lawfully begotten, then if the Iſſue-Male of the Body of the ſaid *E.* if the ſaid *E.* ſhall have any Iſſue-Male of his Body lawfully begotten; and for default of ſuch Iſſue, if all and every other other perſon and perſons, to whom the next and immediate Remainder of the ſaid Premiſſes, by force, and according

cording to the effect of the Uſes aforeſaid, ſhall next and immediately belong and appertain, as they, and every of them ſhall come to, and be in actual poſſeſſion of the ſaid Premiſſes, ſhall not, or do not after the death of the ſaid *A.* without Iſſue Male of his Body, and after the death of the ſaid *E.* ſhall not, or do not content and pay unto the ſaid *R. H. T. T.* or unto the Survivors or Survivor of them, his or their Heirs, the whole and juſt Sum of, &c. of like lawful money of *England*, at one whole and entire Payment, in and upon the, &c. yearly, and until ſuch time as they the ſaid *R. H. T. T.* or the Survivor or Survivors of them, or the Heirs of the Survivor of them, ſhall, may, or might have had, and received the whole and juſt Sum of, &c. to be by them uſed, beſtowed, paid, and imployed to, and for ſuch Uſe and Uſes, and to the uſe of ſuch perſon and perſons as the ſaid *E. S.* by his laſt Will and Teſtament, or other his Deed or Writing, under his Hand and Seal, in his life-time ſhall ſet down, expreſs, limit, or appoint the firſt Payment thereof to be made in and upon, &c. next enſuing, after the death of the ſaid *E. S.* and *A. S.* without Iſſue-Male of their, or either of their Bodies as aforeſaid, that then, by, and immediately after ſuch default of Payment of the ſaid yearly ſum of, &c. or any part or parcel thereof ſo to be made by the Iſſue male of the Body of the ſaid *A.* and for default of ſuch Iſſue-male, by the Iſſue-male of the Body of the ſaid *E.* and for default of ſuch Iſſue, by any other perſon and perſons to whom the next and immediate Remainder of the ſaid Premiſſes, by force of theſe preſents, ſhall belong and appertain in manner and form aforeſaid, the ſaid Fine and Fines, Recovery and Recoveries, Eſtate, Conveyance and Aſſurance ſo to be had and made of the ſaid Premiſſes as aforeſaid, other then the ſaid Meſſuage, and the Execution thereof ſhall be: And alſo, that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor of them, and his Heirs, ſhall ſtand and be ſeiſed of, and in all the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, other then the ſaid Meſſuage as aforeſaid, to ſuch intent and purpoſe, that it ſhall and may be lawful to, and for ſuch Daughter and Daughters of the ſaid *A.* their Executors and Aſſigns; and for default of ſuch Iſſue of the Body of the ſaid *A.* unto the ſaid *R. H. T. T.* or to the Survivors or Survivor of them, his and their Heirs, after the death of the ſaid *A.* and after default of payment, and ſo often as default of payment ſhall be made by ſuch Iſſue-male of the Body of the ſaid *A.* or by ſuch Iſſue male of the Body of the ſaid *E.* or by ſuch other perſon or perſons from time to time, ſo long as, and until ſuch time as the ſaid Daughter and Daughters of the ſaid *A*: And for default of Iſſue of the Body of *A.* then the ſaid *R. H. T. T.* or their Heirs, and the Survivor of them, his and their Heirs, ſhall or may, or otherwiſe might have received the ſaid ſeveral Sums of mony, in manner and form aforeſaid, to enter and diſtrain, as well for the ſaid yearly Sum or Payment of, &c. as alſo for the Arrearages thereof, and for ſo much thereof, as ſhall ſo fortune to be behind and unpaid; at the time of ſuch default of Payment, by the Iſſue-male of the Body of the ſaid *A.* and in default of ſuch Iſſue, by the Iſſue-male of the Body of the ſaid *E.* and in default of ſuch Iſſues, by ſuch other perſon and perſons as is aforeſaid: And the Diſtreſs, &c. to detain and keep, until ſhe or they, and every of them, of the ſaid yearly Payment or

If A. have no Iſſue, then the mony to be levyed to ſuch uſes as E. S. by his Will ſhall appoint.

Rent of, &c. and every part then to be due, be fully contented, ſatisfied and paid, any Uſe, or limitation of Uſe before in theſe Preſents expreſſed, other then the ſaid yearly Rent or Payment of, &c. afore by theſe preſents limited, for the fulfilling and making up of the Joyniture of the ſaid *A.* and the 400 l to be paid to the ſaid *R. H. T. T.* to the benefit and behoof of the Daughters of the ſaid *E.* to the contrary thereof in any wiſe notwithſtanding. And it is further covenanted, granted and fully agreed, by and between the ſaid parties to theſe preſents, for them and their heirs, that all ſuch Lands, Tenements, and Hereditaments, parcel of the Premiſes, which ſhall be demiſed, granted, deviſed, leaſed or appointed, to any perſon or perſons, by the ſaid *E. S.* according to the true intent and meaning of theſe proviſoes, before in theſe preſents mentioned, above every part and parcel thereof, immediately by, and after ſuch Leaſe, Demiſe, deviſe, limitation or appointment, had and made, ſhall remain and be. And that the ſaid Fine and Fines, Recovery and Recoveries, and the Aſſurance, Conveyance and Eſtate, ſo to be knowledged, levied, had and made of the ſaid Premiſes, ſhall be; and alſo that they the ſaid *R. H. T. T.* and their Heirs, ſhall ſtand and be ſeized of the ſaid Premiſſes, or of ſo much thereof, as ſhall be ſo demiſed, leaſed, deviſed, or appointed as aforeſaid, to the uſe of every ſuch perſon and perſons, to whom the ſame ſhall be ſo demiſed, deviſed or appointed, for and during ſuch Term, Eſtate and Terms, and by and under ſuch Rents, Services and Boones, Averages, and Conditions, as ſhall be contained in every ſoch ſaid Demiſe, Deviſe and Leaſe, and the Reverſion and Reverſion thereof, to the uſe and behoof of ſuch perſon or perſons, to whom the ſaid Lands and Tenements, ſhould or ought, by the purport and true meaning of theſe preſents, to have reverſed, remained, come or been, if no ſuch Demiſe, Deviſe, Leaſe, or Appointment, had been thereof had or made, and of like Eſtate, and Courſe of Inheritance, and with ſuch Remainder and Remainders, in like ſort, and in the ſame order, degree, manner and form, to all intents and purpoſes, as the ſame ſhould or ought to have come, Reverted, remained or been, if no ſuch Demiſe, Deviſe, Leaſe, Grant or Appointment, had been thereof had or made in any wiſe: PROVIDED always, and it is likewiſe Covenanted, granted, and fully agreed; by and between the ſaid parties to theſe preſents, for them and either of them, their, and either of their Heirs and Aſſigns, that if the ſaid *A.* Wife of the ſaid *A.* ſhall fortune to dye without any Iſſue of her Body, lawfully begotten by the ſaid *A. S.* at any time during the natural life of the ſaid *E. S.* that then, and from thenceforth, all the uſe, uſes, and charges before, in and by theſe preſents, limited, appointed, created or raiſed, of or in the premiſes, other then of, and in the ſaid Meſſuage, and other then the ſaid Annuity or Annual Rent of, &c. by the year, before by theſe preſents, limited, appointed, or intended unto the ſaid *A.* and *A.* his Wife, ſhall ceaſe, end and determine, and that then, and from thenceforth, as well the ſaid Fine and Fines, Recovery and Recoveries, and other Aſſurances aforeſaid, afore by theſe preſents, covenanted to be levied, knowledged, ſuffered and made of the ſaid premiſes, and the Execution thereof, ſhall be, and alſo that then, and from thenceforth, they the ſaid *R. H. T. T.* and their Heirs, and the Survivor of them and his

Proviſo, if Ann *die without Iſſue by* A. *then the uſes to be void.*

his Heirs, ſhall ſtand and be ſeized, of and in all and ſingular the ſaid Mannors, other the Appurtenances, and except the ſaid Meſſuage, and other the Appurtenances, and except the ſaid Annual Rent, of &c. by the year before by theſe preſents limited and appointed unto the ſaid *A.* and *A.* as aforeſaid, and of every part and parcel thereof, to the uſe and behoof of &c. And the ſaid *E. S.* for the cauſes and conſiderations aforeſaid, for him, his Heirs, Executors and Adminiſtrators, doth covenant, grant, and agree to and with the ſaid *A N.* &c. their Heirs, Executors, Aſſigns, and to and with every of them, by theſe preſents, that if the ſaid Fine and Fines, Recovery and Recoveries, and other the ſtate before covenanted to be conveyed by the ſaid E. *S.* to them the ſaid *R H. T. T.* be not lawfully and perfectly levied, knowledged, ſuffered, executed, and perfected, before the ſaid Feaſt of, &c. He the ſaid *E. S.* and his Heirs, and all and every other perſon and perſons, and their Heirs that now are, or ſhall at any time hereafter ſtand, or be ſeized, of all, or any the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, not aſſured, or not conveyed to the uſes, or intents before mentioned, by reaſon of any want or imperfection, ſhall for the conſiderations aforeſaid, ſtand, continue and be ſeized thereof, and of every part and parcel thereof, which are not, or ſhall not be conveyed and aſſured, according to the true intent and meaning of the Covenants and Limitations aforeſaid, to ſuch ſeveral uſes, intents, purpoſes, limitations, conditions, proviſoes, and agreemen s, as before in theſe preſents are limited and declared of the ſame Premiſes, and of every part and parcel thereof, according to the true intent and meaning of theſe preſents, any thing before-mentioned, to the contrary thereof in any wiſe notwithſtanding. And further alſo, that the ſaid Mannors afore covenanted to be conveyed or aſſured as aforeſaid, and every of them, and every part and parcel thereof, now are and ſo ſh ll from time to time, and at all times, &c. except the Rents and Services from henceforth to be due and payable to the chief Lord or Lords of the Fee or Fees thereof, the Title of Dower of *A.* now Wife of the ſaid *E S.* and all Conveyances, Aſſurances, Acts and Things whatſoever, in theſe preſents covenanted and permitted to be made or done by the ſaid E. *S.* and ſuch Leaſes, or promiſes of Leaſes, as have been made by the ſaid *E. S.* before. And further likewiſe, That he the ſaid *E. S.* and the Heirs and Aſſigns of the ſaid *E.* and every of them, ſhall and will well and truly, at all and every time and times hereafter, during the term of &c. make, do, knowledge, ſuffer, execute and accompliſh, and cauſe to be made, done, knowledged, ſuffered, executed and accompliſhed, all and every ſuch further act and act, thing and things, Conveyance and Conveyances, Aſſurance and Aſſurances in the Law whatſoever, be it, or they, by Fine or Fines, with Proclamations, Recovery or Recoveries, with ſingle or double Voucher or Vouchers, Deed or Deeds, to be lawfully and perfectly executed, or any other way or means whatſoever, be it by matter of Record or otherwiſe, as by the ſaid *J. O.* his Heirs or Aſſigns, or his, or their Counſel learned in the Law, ſhall be lawfully and reaſonably deviſed, adviſed or required, for the further, better, and more perfect aſſurance, ſurety, ſure making, conveying and aſſuring of the ſaid Mannors, Meſſuages,

Incumbrances.

Further Aſſurance.

Meſſuages and Premiſſes, with the Appurtenances, to ſuch ſeveral uſes, intents, purpoſes, conditions, limitations, proviſoes, matters, agreements, and things, as before in theſe preſents are expreſſed, ſet forth, limited, declared, or appointed of the ſaid Premiſſes, and every, or any part or parcel of the ſame, and to no other uſes, intents, purpoſes, or meanings in any wiſe. *For Tithes.* And whereas, the ſaid *E. S.* is, and at this preſent ſtandeth poſſeſſed for the Term of many years, yet enduring of, and in all the Tithes of Corn, Grain, and Hay, yearly coming, growing, encreaſing, and renewing, of, or within the Town, Town-ſhips, Fields, Hamlets, or Territories of, &c. within the ſaid County of *L.* and of the Tithe barn of *H.* aforeſaid, and of all other Tithes whatſoever, belonging unto, or uſually joyned in the ſaid Tithe-barn of &c. and alſo of and in the Rents reſerved upon any Leaſe or Leaſes, made of the ſaid Premiſſes, or of any part thereof. Now, the ſaid *E. S.* for himſelf, &c. doth Covenant, grant and agree to and with the ſaid *J. O.* his &c. by theſe Preſents, that all ſuch part of the ſaid Term or Terms of years and Intereſt, of and in the ſaid Tithe-barn, and Tithes and Premiſſes, as the ſaid *E. S.* now hath, which he the ſaid *E. S.* ſhall not hereafter grant, demiſe, let, or bequeath, to any perſon or perſons, by his Deed or Deeds, under his Hand or Seal, or by his laſt Will and Teſtament in Writing, ſhall after the deceaſe of the ſaid *E.* be conveyed, remain, come and be to the ſaid *A.* to his own uſe, for the better maintenance of the Hoſpitality and Houſe-keeping, by the ſaid *A. S.* at *S.* aforeſaid. *Revocation in part.* Provided alwayes, and nevertheleſs, it is the true intent and meaning of all the ſaid parties to theſe preſents, that if the ſaid *E. S.* be minded or determined at any time, during his natural life, to alter and determine the State and Eſtate limited in uſe, in ſuch ſort as is aforeſaid, to the ſaid *T. S.* and the Heirs males of his Body lawfully begotten; and for default of ſuch Iſſue to the ſaid *J. S.* for term of his life, without Impeachment of Waſt, and after his deceaſe to, &c. and ſhall alſo by his Deed indented, at any time hereafter to be made between the ſaid *E. S.* of the one part, and the ſaid *R. H. T. T.* or the Survivors or Survivor of them on the other part, or by his laſt Will and Teſtament in writing under his Hand and Seal, declare and limit the ſame, or ſuch other uſes, as ſhall ſo ſeem meet and convenient to the ſaid *E. S.* That then, and from thenceforth, the ſaid Eſtates and uſes limited and appointed before by theſe preſents, to the ſaid *T. S.* to ceaſe and determine, and to be utterly void, as though the ſame had never been had, made, limited, or appointed. And that then, and from thenceforth the ſaid Eſtates and Conveyances before mentioned, and every of them, ſhall be, and that they the ſaid *R. H. T. T.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be ſeized of the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, and every part thereof, to all the uſes and intents afore mentioned, in ſuch ſort, manner, form, courſe and degree, as the ſame are before expreſſed, the uſes before limited to the ſaid *T. S.* and the Heirs male of his body only excepted, and afterwards to ſuch new and other uſes, and for ſuch Eſtate and Eſtates, as ſhall be by the ſaid Deed indented, laſt before mentioned, or by the ſaid laſt Will and Teſtament, limited and appointed

pointed by the ſaid *E. S.* to the ſaid *T. S. J. S.* or to any of them, or to any other perſon or perſons, nevertheleſs charged and chargeable with ſuch Rents, Payments, and other matters as are before mentioned: In witneſs whereof, &c.

Judgment of Covenants of Marriage for aſſuring a Joynture.

THis Indenture made, &c. Between the Right Honourable Sir *W. C.* Kt. Baron of *B.* of the one part, and the Right Honourable *E. W.* Earl of *O.* Viſcount *B.* and Lord of *B.* and *R.* of the other part, Witneſſeth, That the ſaid Earl, for and in conſideration of a Marriage already had and ſolemnized, between him the ſaid Earl, and the Lady now his Wife, Daughter of the ſaid Sir *W. C.* and for, and in conſideration of the Sum of 3000 *l.* of &c. to him, &c. And for a competent Joynture to be had to the ſaid Lady *A.* now Counteſs of *O.* doth Covenant and grant for him, his Heirs, Executors and Adminiſtrators, to and with the ſaid Sir *W. C.* his Heirs, Executors, and Adminiſtrators, in manner and form following. That is to ſay, That he the ſaid Earl or his Heirs, before the Feaſt of *A.* next enſuing the day of the date hereof, ſhall and will at the coſts and charges in the Law of the ſaid Sir *W. C.* his Heirs, Executors or Adminiſtrators, ſufficiently aſſure, and convey by Fine or Fines, Recovery or Recoveries, in due form of Law to be levied and ſuffered, unto the Right Honourable Sir *J. D.* Kt. Lo. *D.* of *C. T. D.* Sir *W. F.* Kt. and *H. G.* Eſq; and to their Heirs, or to the Heirs of one of them, all the Manors, Meſſuages, Mills, Toſts, Lands, Tenements, Meadows, Leaſures, Paſtures, Woods, Under-woods, Moors, Marſhes, Heaths, Waſt-ground, Waters, Fiſhings, Rents, Reverſions, Services, Courts, Liberties, Franchiſes, and Hereditaments of the ſaid Earl whatſoever, hereafter mentioned and expreſſed, with all and ſingular their Rights, Members and Appurtenances; That is to ſay, All thoſe the Mannors, Lordſhip, Tenements and Farms of *W. N. B. C. I. D.* with all and ſingular their Rights, Members and Appurtenances, in the County of *E.* and all and ſingular the Farms, Granges, Parks, Lands, Tenements and Hereditaments of the ſaid Earl, in the ſaid County of *E.* called or known by the names aforeſaid, or any of them. And alſo, all and ſingular Farms, Meſſuages, &c. And it is Covenanted, Granted, Concluded, Condeſcended and Agreed by theſe preſents between the ſaid parties for them and their Heirs, that the ſaid Aſſurance and Conveyance, by Fine or Fines, Recovery or Recoveries to be made by the ſaid Earl, or his Heirs, to the perſons aforeſaid, and to the Heirs of one of them, and all other Aſſurances and Conveyances of the ſaid Mannors, and all other the Premiſſes, and every parcel thereof to be made to the ſaid perſons, or any of them, before the Feaſt of *A.* next coming, ſhall be to the Uſes, Behooſs, Intents and Purpoſes hereafter expreſſed, That is to ſay, To the uſe and behooſ of the ſaid

Particulars differeth.

Uſes.

ſaid Earl, for term of his life, and after his deceaſe then to the uſe and behoof of the ſaid Lady *A.* now Wife to the ſaid Earl, for and during her natural life, for, and in full recompence and ſatisfaction of the Dower which the ſaid Lady *A.* by reaſon of the ſaid Marriage had and ſolemnized between the ſaid Earl and her, may or might by any way or means, challenge, claim, or demand of any the Honours, Caſtles, Mannors, Lands, Tenements and Hereditaments which the ſaid Earl now hath, or heretofore hath had, or at any time hereafter ſhall or may have, during the Coverture between him and the ſaid Lady *A.* and after the deceaſe of both the ſaid Earl and Lady *A.* then to the uſe of the right Heirs of the ſaid Earl for ever. Provided always, and it is agreed between the ſaid parties, that if it ſhall fortune that the ſaid Lady *A.* at any time hereafter, during the life of the ſaid Earl, ſhall be fully and perfectly reſolved and determined joyntly with the ſaid Earl, or otherwiſe, by any way or mean, directly, or indirectly, or immediately to levy any Fine, or ſuffer any Recovery, or do, or aſſent to do any thing by matter of Record, or otherwiſe, whereby the Eſtate of, and in the Premiſſes before limited, or appointed to her the ſaid Counteſs, for term of her life, or whereby any Eſtate or Term for years, or Intereſt of the ſaid Eſtate to her limited, of, and in the ſaid Mannors, Lands, Tenements, Hereditaments, and other the Premiſſes, or any parcel thereof ſhould, or might paſſe, or be altered, diſcontinued, taken away, removed, charged, incumbred, or deveſted out, or from the ſaid Lady *A.* and ſhall attempt, or go about, or put in ure any ſuch full and perfect Reſolution and Determination, that then immediately after ſuch attempt, or going about the ſaid Uſe and Eſtate for life of, and in the Premiſſes before limited and appointed to the ſaid Lady *A.* as touching all the Premiſſes, or ſuch part or parcel of the Premiſſes, or touching any ſuch attempt, or going about ſhall be made, ſhall ceaſe, and be utterly void, touching the ſaid Lady *A.* And that then, and from thenceforth, the ſaid Aſſurance and Conveyance by Fine or Fines, or Recovery or Recoveries, and other Aſſurances to be made to the ſaid Sir *I. D. L. D. T. D. W. F.* and *H. G.* and to their Heirs, or the Heirs of one of them, after the ſaid Eſtate for life before limited and appointed to the ſaid Earl, ended and determined ſhall be, and the ſaid *I. D. L. D.* &c. and their Heirs, and the Heirs of every of them, and all other perſons ſeized of the Premiſſes, ſhall from henceforth ſtand and be ſeized of, and in all the Premiſſes, or of ſuch part and parcel of the Premiſſes, touching of which ſuch attempt, or going about ſhall be had or made to the uſe and behoof of *W. H.* Son and Heir apparant of the ſaid Sir *W. F. T. S.* Eſq; *W. C.* Eſq; ſecond Son of Sir *A. C.* and their Heirs, for and during the life of the ſaid Lady *A.* to the end and intent, that the ſaid *W.* Son of *W. T. S.* and *W. C.* and the Survivor of them, or the Heirs of the Survivor of them, after the deceaſe of the ſaid Earl (if the ſaid Lady *A.* ſhall fortune to over-live the ſaid Earl) ſhall and may grant over their Eſtate to the ſaid Lady *A.* in the ſame Premiſſes within ſix weeks after the deceaſe of the ſaid Earl; and after the deceaſe of the ſaid Earl, and the ſaid Lady *A.* then the ſaid Fines, Recoveries, and other the ſaid Aſſurance, ſhall be to the Uſes

Proviſion, that if the Lady Anne joyn in aſſurance by Fine vel alias, for aliening, or conveying over any the Land limited to her for life, then her Eſtate to ceaſe, and the Feoffees to ſtand ſeized to thoſe of ſtrangers to them after the death of the Earl, they may reconvey their Intereſt to the uſe of Lady Anne back again.

Uſes and Behoofs before in theſe Preſents limited and appointed, to be bound, and to take place after the deceaſe of the ſaid Earl, and Lady *A.* his Wife. Provided alſo, and it is Covenanted, Granted, Concluded, and Agreed between the ſaid Parties, and their Heirs, that the ſaid Earl ſhall, and may at all times hereafter, from time to time during his life, make Leaſes by Indentures of 21 years or under, to begin immediately after the date of the ſaid Indenture of any part of the ſaid Mannors, Lands, Tenements, and other the Premiſſes before limited, and aſſigned to the Joyntare of the ſaid Lady *A.* other then of the ſaid Mannors and Farms of *W. N.* and *B.* with their Appurtenances. And of the Scite, Orchard, Gardens, Lands, Tenements, Meadows, Leaſes, Paſtures, Woods, Waters, Fiſhings, and other Hereditaments, being accounted to be parcel of any of the ſaid Mannors or Farms of *W. N.* and *B. K.* and other then the ſaid Lands, Tenements, and Hereditaments in the ſaid Pariſhes, Towns, and Hamlets, of *W. E.* and *E. B.* and alſo ſhall and may at all times hereafter, from time to time, during his life, make Leaſes by Indenture for term of three lives, or four lives, of any part of the ſaid Mannors, Lands, Tenements, and Hereditaments, within the ſaid County of *C.* and of the City of *C.* being then out of Leaſe, to begin immediately upon the making of any ſuch Leaſe or Leaſes, ſo as upon every ſuch Leaſe for life or lives, or years, to be made the old and accuſtomed Rents, Duties, and Services, or more, ſhall be yearly reſerved, and payable yearly, during the ſaid terms, unto ſuch to whom the immediate Reverſion or Remainder therein ſhall be, and ought to have the ſaid Rents by the intent of theſe Preſents, and the ſaid Aſſurances and Conveyances of the Premiſſes, by Fine, Recovery, or otherwiſe to be made, and every of them ſhall be and enure: And the ſaid perſons to whom the ſaid Aſſurances and Conveyances ſhall be made, and their Heirs and Aſſigns, ſhall ſtand and be ſeiſed of the Premiſſes, and every part thereof, ſo to be demiſed and let, to the uſe and behoof of all and every ſuch perſons, to whom any ſuch Leaſe or Demiſe ſhall be made, and to their Heirs, Executors, Adminiſtrators, and Aſſigns, during the ſaid term and terms, to be contained in the ſaid Demiſes and Leſſes, according to the tenor and effect of the ſaid Demiſes and Leaſes; So as the ſame Leaſees, their Executors, Adminiſtrators, and Aſſigns, and ſuch others, as ſhall have intereſt and terms of ſuch Leaſes, ſhall and do content and pay, to ſuch as ſhall have at that time the immediate Reverſions or Remainders of the Premiſſes, the Rents and Services to be reſerved in their Leaſes, at the times in the ſaid Leaſes mentioned, or within one moneth next after. And do alſo perform the Conditions and Covenants ſpecified in the ſaid Indentures of their Demiſes, and ſo as they do not, nor make any waſte or ſpoil in the Houſes, Buildings, Lands, Tenements, and Grounds ſo to be let. And the ſaid Earl, for him, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant by theſe preſents, to, and with the ſaid *W. B.* of *B.* his Executors and Adminiſtrators, that the ſaid Mannors, Lands, Tenements, and other the Premiſſes ſo to be conveyed and aſſured, as is aforeſaid, now be, and at the time of the ſaid Aſſurance to be made, ſhall be, and ſhall or may after the death of the ſaid Earl, and during

Power to make Leaſes.

during the life of the ſaid Lady *A.* continue, and be of the clear yearly value of 9 l. 6 s. 8 d. over and above all quit Rents, and other Rents and Charges iſſuing payable, or going out of the Premiſſes. And over and above all uſual Fees or Wages, due or uſually paid to the Stewards, Bayliffs, Receivers, Auditors, and other ordinary Officers of the Premiſſes heretofore accuſtomed to be allowed, or paid out of, or for the Premiſſes, or any parcel thereof, other then the Fees, Annuities and Charges hereafter expreſſed, which be iſſuing and going out of ſome part of the Premiſſes, during the time hereafter declared; That is to ſay, to *E. A.* Doctor in Phyſick, 20 l. yearly during his life, to *R. B.* yearly during his life 20 l. and to either of *S. S.* and *W. F.* Eſq. during their ſeveral lives 3 d. 6 s. 8 d. of, and from which yearly Rents and Annuities, he, the ſaid Earl, for himſelf, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant by theſe Preſents, to, and with the ſaid Sir *W. C.* his Executors and Adminiſtrators, that the Heirs, Executors or Adminiſtrators of the ſaid Earl, ſhall and will from the time of the death of the ſaid Earl, and during the life of the ſaid Lady *A.* acquit, diſcharge, or ſave harmleſs, as well the ſaid Lady *A.* and her Aſſigns, as the ſaid Mannors, Lands, Tenements, and other the Premiſſes, and every parcel thereof.

Covenant for further Aſſurance.

And the ſaid Earl, for him, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant by theſe preſents, to, and with the ſaid *W.* his Heirs, Executors and Adminiſtrators, That he the ſaid Earl, and his Heirs, ſhall and will at all times hereafter, during the ſpace of two years, now next enſuing, make, do, and ſuffer to be done, at the Coſts and Charges in the Law of the ſaid *W. B.* of *B.* his Heirs, Executors or Adminiſtrators, all and every Act and Acts, Thing and Things, as ſhall be reaſonably deviſed or adviſed by the ſaid *W. B.* of *B.* his Heirs, Executors or Adminiſtrators, or by his or any of their learned Council in the *Law*; for the further aſſurance, and ſure making of the ſaid Mannors, Lands, Tenements, and other the Premiſſes, to be had, made, conveyed and aſſured, as is aforeſaid, to the uſes, intents and meanings aforeſaid: So as he the ſaid Earl, or his Heirs, be not compelled for the making, doing, or ſuffering of ſuch further aſſurance or conveyance, to travel out of the place where he or they ſhall be.

Covenant not to fell Timber, Wood or Under-woods.

And the ſaid Earl, for him, his Heirs, Executors and Adminiſtrators, doth Covenant and Grant by theſe Preſents, to, and with the ſaid *W. B.* of *B.* his Executors and Adminiſtrators, That he the ſaid Earl, nor his Heirs, at any time during the life of him, and of the ſaid Lady *A.* ſhall not fell, ſell, or carry away, or cauſe to be fallen, ſold, or carried away any Woods or Under-woods, or Copices growing or being, or that hereafter ſhall grow, or be, in and upon any of the ſaid Lands, Tenements and Hereditaments, in the Pariſhes, Towns, Hamlets, and Fields of *W.* aforeſaid, or any of them, until the ſame Copices, Woods or Under-woods, ſhall be of the age of 17 years growth, or more. And that he the ſaid Earl ſhall and will at all times hereafter, during his life, (if the ſaid Lady *A.* ſhall ſo long live) leave, permit, and ſuffer ſo many Oaks, and other Timber-Trees, growing and being in and upon the Mannor of *W. H.* and other the Premiſſes, in the Pariſh, Towns, Hamlets, and Fields of *B. E. A.* and *E. M.* to ſtand, grow,

grow, remain, and be in good and ſufficient Eſtate and Plight, in and upon the ſaid Mannor, and other the Premiſſes, in the Pariſhes, Towns, and Hamlets, laſt before recited, as ſhall be ſufficient for the maintenance and ſupportation of the Houſes, Edifices, Buildings, Pales, Incloſures, Gates, Bridges, Stiles, and for all other Neceſſaries, in, upon, and about the ſame Mannor of *W.* and other the Premiſſes, in the ſaid Pariſhes, Towns, and Hamlets, laſt before ſpecified. And further, That the Heirs, Executors, and Adminiſtrators of the ſaid Earl, ſhall and will at all times after the deceaſe of the ſaid Earl, and during the life of the ſaid Lady *A.* acquit, diſcharge, or ſufficiently ſave and keep harmleſs, as well the ſaid Mannors, Lands, Tenements, and all other the Premiſſes; as alſo the ſaid Lady *A.* and her Aſſigns, of, and from all Debts, Legacies, and Bequeſts, made by the laſt Will and Teſtament of the Right Honourable *J.* late Earl of *O.* Father of the ſaid *E.* now Earl of *S.* and of and from all and all manner of former Bargains, Sales, Recognizances, Statute-Merchant, and of the Staple, Rents, Charges, Annuities, and other Titles, Charges, and Incumbrances whatſoever, had, done, or made by the ſaid Right Honourable *J.* late Earl of *O.* Father to the ſaid now Earl, at any time heretofore or hereafter, and before ſufficient aſſurance of the ſaid now Earl to be made, all Leaſes for years, life or lives heretofore made of the Premiſſes, or any part thereof, upon which the yearly Rents and Services heretofore uſed to be paid, be reſerved and payable yearly, during the continuance of the ſaid Leaſes: And all Leaſes hereafter to be made by the ſaid Earl, according to the Agreements, Tenors, and true meaning of theſe preſents. And all Fines for Alienations to be due for the making of any Aſſurance, covenanted and granted to be made by theſe preſents, if any ſuch Fines for Alienations ſhall be due, of which Fines the ſaid *W. B.* of *B.* covenanteth and granteth by theſe preſents, to acquit, diſcharge, and ſave harmleſs, as well the ſaid Earl, his Heirs, Executors, and Adminiſtrators, as the ſaid Mannors, and other the Premiſſes, onely excepted and foreprized. And to the end that the ſaid Earl may be ſure that the ſaid Lady *A.* (if ſhe chance to over-live the ſaid Earl) ſhall not challenge or claim Dower of the reſidue of the Inheritance of the ſaid Earl, nor ſuch perſons to whom he ſhall make any Eſtate for years, life, in Tail, or in Fee ſimple, of any part of the reſidue of his Inheritance, ſhall be diſturbed or inquieted, in the peaceable or quiet occupying and enjoying the ſame reſidue of the ſaid Earl's Inheritance, or of any part or parcel thereof, nor ſuch Bonds as the ſaid Earl ſhall make for performance of any Bargain, of any part of the ſame, reſidue of the ſaid Earls Inheritance, ſhould be in danger of forfeiture, by means of challenge, claim, or obtaining of ſuch Dowers. Therefore the ſaid *W. B.* of *B.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant by theſe preſents, to and with the ſaid Earl, his Heirs, Executors, and Adminiſtrators, that the ſaid Lady *A.* (if ſhe chance to over-live the ſaid Earl, and if alſo ſhe and her Aſſigns ſhall and may enjoy all and every the ſaid Mannor, Lands, Tenements, and Hereditaments, to her before limited and appointed for her Joynture, according to the true intent and meaning of theſe preſents,) ſhall within one year next after the death of the ſaid Earl, ſhe

A Covenant, that the Lady A. ſhall not claim Dower in any other the Earl's Lands.

ſhe then being unmarried, and the ſaid *W. B.* of *B.* then being in life, aſſent, and agree unto her Joynture, limited and appointed to her in and by theſe preſents, ſo effectually, that by the ſame ſhe ſhall be barred and excluded by the Law of her Dower, to be had of any of the Mannors, Lands and Tenements, that then heretofore were to the ſaid Earl, unleſs it be for recompence of ſuch part of her Joynture as ſhall be recovered, evicted, or deveſted from her, if any part ſhall be with recompence, ſhe ſhall and may demand and ſue for, according to the Statute. Provided, notwithſtanding her ſaid Aſſent and Agreement to be made as is aforeſaid,

That the Feoffer and all others, ſhall ſtand ſeiſed to the uſe above declared.

And the ſaid Earl, in conſideration aforeſaid, for him, his Heirs, and Aſſigns, doth covenant and grant by theſe preſents, to and with the ſaid *W. B.* of *B.* his Heirs and Aſſigns, that he the ſaid Earl, his Heirs and Aſſigns, and all and every other perſon and perſons, that now ſtand or be ſeiſed, or that hereafter ſhall ſtand or be ſeiſed, of and in the Mannors, Lands, Tenements, and Hereditaments, and other the Premiſſes, with all and ſingular their Appurtenances, or of any part or parcel thereof, ſhall immediately from and after the Feaſt of *A.* next enſuing the date hereof, ſtand and be ſeiſed of ſuch and ſo much of the ſaid Mannors, Lands, Tenements and Hereditaments, and all other the Premiſſes, as before the Feaſt of *A.* next coming, ſhall not be aſſured and conveyed by Fine or Fines, Recovery or Recoveries, or otherwiſe, to the uſes and behoofs above expreſſed, according to the intent and true meaning of theſe preſents, to the uſes, intents, and purpoſes before expreſſed, and to no other uſe, intent or purpoſe: In witneſs whereof, &c.

An Indenture for a Womans Joynture, containing Covenants for gift of Mony, Apparel, and Marriage-dinner.

THis Indenture, &c. Between *W. S.* of *W.* Gent. on the one part, and *N. K.* of *G.* in the County of *M.* Gent. and *A. P.* Cit. and G. of *L.* on the other part. Witneſſeth, That whereas the ſaid *W. S.* and *R. K.* Gent. natural Brother of the ſaid *N. K.* have concluded and agreed for a Marriage to be had between the ſaid *R.* and *A. S.* the onely Child and Daughter of the ſaid *W.* The ſaid *W.* for, and in conſideration of the ſaid Marriage ſo between the ſaid *R.* and *A.* to be had, doth Covenant and Grant to, and with the ſaid *N. K.* and *A. P.* their Executors and Adminiſtrators, and every of them by theſe preſents, in manner and form following, That is to ſay, That whereas the ſaid *W. S.* now is, and ſtandeth lawfully and ſolely ſeized of good and perfect Eſtate in Fee-ſimple, of, and in certain Free-hold Lands and Tenements, with their Appurtenances in *L.* marſh, of the yearly value of 10 l. or above, and of, and in two Meſſuages or Tenements, with their Appurtenances in M. *Lane* in *L.* now or late in the ſeveral Tenures, &c. extending to the yearly value of 20 l. or above.

That

That after the ſaid Marriage ſhall be had and ſolemnized between the ſaid *L.* and *A.* the ſaid *W. S.* and his Heirs, and all other perſon and perſons ſeized, or to be ſeized of the Premiſſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeized to the uſe of the ſaid *W. S.* for, and during the natural life of the ſame *W.* and after his deceaſe, then to the uſe of the ſaid *R. K.* and *A. S.* and the Heirs of the Body of the ſaid *A.* by the ſaid *R. K.* lawfully to be begotten, and for lack of ſuch Iſſue to the next and right Heirs of the ſaid *W. S.* for ever, and to none other uſe or uſes whatſoever. And, the ſaid *W. S.* for him, &c. Covenanteth with the ſaid *N. K.* and *A. P.* &c. That the ſaid Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, ſhall, or lawfully may ſtand, continue and abide for ever, to the uſes aboveſaid, clear and free diſcharged and acquitted, or at all times ſufficiently kept harmleſs by the ſaid *W.* his Heirs, Executors, or Adminiſtrators, of, and from all and ſingular former bargains, &c. had, made procured, knowledged or agreed unto, or to be had, &c. by the ſaid *W. S.* or his Heirs, Leaſes, for term or terms of years: whereupon the ſaid former uſual yearly Rents are reſerved, onely except. And alſo, That he the ſaid *W S.* and all other perſons having, or which ſhall have any Right, Title, or Intereſt, in or to the Freehold of the Premiſſes, or any part thereof, by or from the ſaid *W. S.* at all times, during one year next after the ſaid Marriage had and ſolemnized between the ſaid *R.* and *A.* at the reaſonable Requeſt, and Coſts and Charges of the ſaid *R* ſhall and will make, do, knowledge and ſuffer all and ſingular Act and Acts, thing and things, with warranty only againſt the ſaid *W.* and his Heirs, as by the ſaid *R.* or his Learned Councel, ſhall be lawfully and reaſonably deviſed or adviſed, for the better or further aſſurance of all and ſingular the Premiſſes to be had, conveyed, and made ſure to the uſes aboveſaid, without any fraud or covin, and alſo, that for the conſideration aforeſaid, he the ſaid *W.* at or before the day of the Solemnization of the ſaid Marriage, ſhall and will give and deliver to the ſaid *R.* and *A.* ſo much Plate, Jewels, Houſhold-ſtuff and Apparel, as being reaſonably and indifferently priſed, ſhall amount to the ſum of 60 l. of &c. and ſhall pay moreover to the ſaid *R.* and *A.* 25 l. of like money, at or before the day of the ſame Marriage, and other 25 l. within one year then next following, and ſhall procure, that the ſaid *R.* and *A.* by the ſpace of two years next after their Marriage, ſhall and may have, and occupy Rent-free, all that Tenement ſituate, &c. if *A. B.* Wid. whom the ſaid *W.* by Gods favour, ſhall ſhortly take to Wife, do live ſo long, and ſhall alſo give moreover to the ſaid *R.* and *A.* their Marriage Dinner, at the Coſts and Charges of the ſaid *W. S.* Provided alwaies, and the ſaid parties to theſe Preſents, for them and their Heirs, do conclude and agree together, that if the ſaid *W.* at any time during his life, ſhall be minded to alienate, grant, bargain or ſell away one of the ſaid Meſſuages ſituate in *M. Lane* in *L.* aforeſaid, which now is in the occupation of *A. B.* or his Aſſigns, for the yearly Rent of 4 l. That then it ſhall be lawful to, and for the ſaid *W. S.* to alienate, grant, bargain, ſell and aſſure the ſame to any perſon or perſons, and

their Heirs in Fee ſimple, or otherwiſe, as to the ſaid *W.* ſhall ſeem convenient, and that then from the time of ſuch bargain and Sale thereof, the ſaid Meſſuage, with the Appurtenances, ſhall remain, and be to the uſe of ſuch perſon and perſons, and their Heirs, as the ſaid *W.* ſhall bargain and ſell the ſame unto.

Theſe Preſents to the contrary, &c. In witneſs, &c.

A Womans Joynture in Land, where if any of the Land be evicted from the Woman, uſe is raiſed to her in other Land, during her life.

THis Indenture, &c. Between *W. B.* of *L.* Merchant-Taylor, of the one part, and *R. S.* &c. and *G. P.* of &c. on the other part, Witneſſeth, That where by the Grace of God, there is a Marriage to be had and ſolemnized, between the ſaid *W. B.* and one *S. S.* Daughter of the ſaid *R.* The ſaid *W. B.* for and in conſideration of the ſame Marriage, and for the tender love and affection that he the ſaid *W.* beareth towards the ſaid *S.* and for a competent Joynture and ſtay of living for the ſaid *S.* during her natural life, after the deceaſe of the ſaid *W.* and in full ſatisfaction and recompence of the Dower of the ſaid *S.* doth for him, his Heirs, Executors and Adminiſtrators, Covenant and Grant by theſe Preſents, to and with the ſaid *R.* and *G.* and either of them, their, and either of their Executors, that he the ſaid *W.* before the &c. next coming, after the date hereof, ſhall lawfully aſſure and convey, or cauſe, &c. to be lawfully, &c. unto the ſaid *R.* and *G.* and either of them, and their, or either of their Heirs, or to the Heirs of the ſaid *R.* and *G.* one Capital Meſſuage, with the Appurtenances, together with two Houſes thereto adjoyning, in or neer unto *R.* in the County of *M.* and alſo 56 Acres of Land, Meadow and Paſture in K. and *C.* in the ſaid County of *M.* by the name of three Meſſuages, one Dove-houſe, 3 Gardens, 40 Acres of Land, 20 Acres of Meadow, and 10 Acres of Paſture, with the Appurtenances in K. and *C.* aforeſaid; which ſaid Aſſurance and Conveyance ſo to be made as is aforeſaid, ſhall be and remain; And, the ſaid *R.* and *G.* and their Heirs, ſhall ſtand and be ſeized of the ſaid Premiſſes, with the Appurtenances, to the only uſes, purpoſes, limitations and intents hereafter in theſe preſents limited and declared, and to none other uſes, intents or purpoſes, That is to ſay, to the uſe of the ſaid *W.* and *S.* after the ſaid Marriage had and ſolemnized between them, according to the Laws Eccleſiaſtical of this Realm, for the term of their two lives, and the longeſt liver of them. And after the deceaſe of the ſaid *W.* and *S.* and the longeſt liver of them, to the uſe of the Heirs of the Body of the ſaid *W. B.* and the ſaid *S.* lawfully begotten, and to be begotten; and for default of ſuch Iſſue, to

By the name.

Uſe of the Conveyances.

the

the uſe of *T. B.* Brother of the ſaid *W.* and of the Heirs male of the Body of the ſaid *T.* lawfully begotten, and to be begotten; and for default of ſuch Iſſue, to the uſe of ſuch and ſo many of the Siſters of the ſaid *W.* That is to ſay, *S.* now Wife of *R. V. B. E. B.* and *M. B.* Siſters to the ſaid *W.* and of their Heirs for ever, as at the time of ſuch deceaſing without Iſſue, as is aforeſaid, ſhall be in life. And further, the ſaid *W.* for him, &c. Covenanteth, &c. with the ſaid *R.* and *G.* &c. That the Premiſſes, and every part and parcel thereof, with their Appurtenances, ſhall at the time of the ſaid Aſſurance and Conveyance of the Premiſſes, to be made as is aforeſaid, and ſo from thenceforth ſhall from time to time, continue, remain, and be of the clear yearly value of 30*l.* of &c. above all Charges and Repriſes, notwithſtanding any Act or Acts, thing or things, had, made, done, or willingly ſuffered to be had, &c. by the ſaid *VV. B.* or any perſon or perſons by his aſſent, means or procurement; and that all and ſingular the Premiſſes, with the Appurtenances, ſhall at the making of the ſaid Aſſurance and Conveyance be diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all, and all manner of former Bargains, &c. had, made, done, or willingly ſuffered, or to be had, made, or done, or willingly ſuffered, by the ſaid *VV. B.* or his Heirs, or by *T. B.* Father of the ſaid *VV.* or by any other perſon or perſons whatſoever, having or claiming to have, or which at any time hereafter ſhall have, or pretend to have any Intereſt, Eſtate, Right, Title or Demand, in or to the Premiſſes, with the Appurtenances, or any part or parcel thereof, by, from, or under the ſaid *VV.* and *T.* and their Heirs, or any of them. And alſo, the ſaid *VV.* Covenanteth, &c. that he the ſaid *VV.* and his Heirs, ſhall at all times hereafter, and from time to time, upon reaſonable Requeſt or Demand to be made unto the ſaid *VV. B.* or his Heirs, by the ſaid *R.* and *G.* or either of them, at the Coſts and Charges in the Law of the ſaid *R.* and *G.* or either of them make, do, knowledge and ſuffer, or cauſe, &c. all and every ſuch further Act and Acts, &c. as ſhall be reaſonably deviſed, adviſed, or required by the ſaid *R.* and *G.* or either of them, for the better Aſſurance, Conveyance, and ſure making of all and ſingular the Premiſſes, with their Appurtenances according to the ſeveral Uſes, Limitations, Purpoſes and Intents before in theſe Preſents limited and declared; and to none other uſes, intents or purpoſes, be it by Fine, Feoffment, Recovery, Releaſe, Deed Inrolled, or otherwiſe with Warranty onely againſt the ſaid *VV.* and his Heirs, and *T. B.* Father of the ſaid *VV.* and his Heirs. And further, for, and upon the Conſiderations aforeſaid, the ſaid *VV.* Covenanteth, &c. that if at any time after the deceaſe of the ſaid *VV.* the ſaid *S.* ſhall be lawfully evicted, or put out, or from the ſaid Meſſuage, and other the Premiſſes, or any part or parcel thereof, that then, and from thenceforth the ſaid *VV. B.* his Heirs and Aſſigns, ſhall ſtand and be ſeized of, and in ſuch and ſo much of one Meſſuage, now called the *C.* and of all, and all manner of Cellers, &c. to the ſaid Meſſuage laſt mentioned, belonging, ſcituate in the Pariſh of St. *M.* of *L.* as ſhall amount to the clear yearly value of 30*l.* and ſo much of the ſaid Meſſuages, and other the Premiſſes firſt menti-

Covenant for the value.

Diſcharges of Incumbrances. Further Aſſurance.

Uſe to be raiſed in other Land in caſe of Eviction.

oned, as ſhall be evicted or taken away, to the uſe of the ſaid for term of her natural life, and after her deceaſe, to the uſe of the right Heirs of the ſaid *W.* for ever. And finally, the ſaid *W.* Covenanteth, &c. that at the time of ſuch eviction, or taking away of the ſaid Meſſuages, and other the Premiſſes firſt named, or any part thereof. The ſaid Meſſuages, and other the Premiſſes laſt mentioned, ſhall remain, and be clearly diſcharged, or during the natural life of the ſaid *S.* ſhall be ſufficiently kept and ſaved harmleſs of and from all, and manner of Eſtates, Intereſts, Charges, and Incumbrances whatſoever, had, made, done, or willingly ſuffered, or to be had, &c. by the ſaid *W. B.* or any perſon or perſons having or claiming, or which hereafter ſhall or may have, or claim any thing by, from, or under the ſaid *W.* In witneſs, &c.

An Indenture of Agreement upon Marriage, whereby it is agreed, That the Moneys due to the Wife ſhall ſo remain, as that the Husband ſhall have the Intereſt thereof during his life, and that the Money ſhall be in the Wives diſpoſe.

THis Indenture Tripartite made the day of in the 14th year of &c Between *A. B.* Cit. and T. of *L.* of the firſt part; *C. D.* of *L* Wid. the Relict and Executrix of *F. D.* late Cit. and B. of the ſecond part; and *G. H.* &c. of *J. K.* &c. of the third part. Whereas there is an agreement and Concluſion made between the ſaid *A. B.* and *C. D.* for a Marriage ſhortly to be had and ſolemnized between them; And whereas the ſeveral Sums of Money in the Schedule hereunto annexed mentioned, are payable and due to the ſaid *C. D.* either in her own right, or as Executrix of the ſaid *F. D* her late husband, as by the Bonds and Securities in that behalf made and taken, may appear. Now this Indenture Witneſſeth, That it is hereby teſtified, concluded, declared, and agreed by and between all and every the ſaid parties to theſe preſents: And the ſaid *A. B.* doth hereby teſtifie and declare, That before the ſaid *C. D.* did agree or conſent to the ſaid intended Marriage; and before any Concluſion thereof was made, the ſaid *A. B.* did conſent and agree, and it was and is ſo meant, intended, and agreed, between him the ſaid *A. B.* and her the ſaid *C. D.* And the ſaid *A. B.* for himſelf, his Executors, and Adminiſtrators, and for every of them, doth covenant, grant, and agree, to and with the ſaid *G. H.* and *J. K.* their Executors and Adminiſtrators, and to and with every of them by theſe Preſents, That the ſeveral Sums of Money in the Schedule hereunto annexed mentioned, ſhould, ſhall, and may (notwithſtanding the ſaid intended Marriage to take effect) be taken and accompted as a ſeperate and diſtinct

Eſtate

Eſtate from the Eſtate of the ſaid *A. B.* and ſhall be ordered and diſpoſed of and Imployed to ſuch perſon or perſons, and to and for ſuch uſe and uſes, intent and purpoſes, and in ſuch manner and form as is hereafter mentioned and declared; That is to ſay, The ſame ſtill remain and be continued out at Intereſt during the Joynt lives of the ſaid *A. B.* and *C. D.* And that whenſoever the ſaid Monies, or any part of them ſhall be paid in, the ſame Moneys, ſo paid in, ſhall be put out again at Intereſt upon ſuch Securities as the ſaid *C. D.* ſhall approve of, and that the Bonds and Securities to be taken for the ſame, ſhall be made and taken in the Names of the ſaid *G. H.* and *J. K.* And it is further teſtified, declared, and decreed, by and between all and every the ſaid parties to theſe Preſents, and the ſaid *C. D.* doth hereby teſtifie and agree, and her true meaning was and is, That it ſhall and may be lawful to and for the ſaid *A. B.* during the Joynt lives of them the ſaid *A. B.* and *C. D.* to receive and have the Intereſt of the ſaid ſeveral Sums of Money, for the better livelihood and maintenance of them the ſaid *A. B.* and *C. D.* And it is further agreed by and between all and every the ſaid parties to theſe Preſents, And the ſaid *A. B.* doth hereby for himſelf, his Executors, and Adminiſtrators, Covenant, Grant, and Agree, to and with the ſaid *G. H.* and *J. K.* their Executors and Adminiſtrators, and to and with every of them by theſe Preſents in manner and form following; That is to ſay, That the ſaid ſeveral Sums of Money in the ſaid Schedule hereto annexed mentioned, and every of them, and every part and parcel of them, ſhall and may from time to time, and at all the times after the death of the ſaid *C. D.* be paid unto, had, taken, received and enjoyed by ſuch perſon and perſons to whom the ſaid *C. D.* ſhall at any time or times during her life, limit, give, deviſe, order, appoint or diſpoſe of the ſame, or any part or parts thereof, either by her laſt Will and Teſtament in Writing, or by any Writing purporting or intending to be her laſt Will and Teſtament, or by any other Writing to be ſigned with her hand, or to which ſhe ſhall put her Mark in the preſence of two or three more Credible Witneſſes thereunto. And it is hereby agreed by and between all and every the ſaid parties to theſe preſents, That for want of ſuch limitation, guift, deviſe, order, appointment or diſpoſition of her the ſaid *C. D.* that is aforeſaid, that then, and in ſuch caſe, the Sums of Money ſhall be diſpoſed of in manner and form following; That is to ſay, &c. To *A. B.* brother of the ſaid *C. D.* 100 l. thereof. To *C. H.* &c. And it is hereby further teſtified, agreed and declared by and between all and every of the ſaid parties to theſe preſents: And the true intent and meaning of theſe preſents, and of the parties hereunto is, and is hereby declared to be, That if the ſaid *C. D.* ſhall happen to ſurvive the ſaid *A. B.* her intended husband, That then and in ſuch caſe from and immediately after the death of the ſaid *A. B.* the ſame Monys, and every of them, ſhall and ſhall be accompted the proper Moneys and Eſtate of the ſaid *C. D.* and ſhall and may be received and taken by her the ſaid *C. D.* her Executors and Adminiſtrators, and ſhall and may be imployed and diſpoſed of to ſuch perſon and perſons, and to and for

ſuch uſe and uſes, intents and purpoſes, and in ſuch manner and form as the the ſaid *C. D.* ſhall at any time or times then following during her life, think good to limit, appoint, order, give, deviſe, or diſpoſe of the ſame, or any part or parts thereof, or otherwiſe. And in caſe the ſaid *C. D.* ſhall ſurvive the ſaid *A. B.* as aforeſaid, and ſhall not make any diſpoſition of the ſaid Moneys in her life time, that then the ſame Moneys, or ſo much thereof as ſhall not be by her the ſaid *C. D.* diſpoſed of in her life time, ſhall and may be had and taken by the Executors and Adminiſtrators of the ſaid *C. D.* theſe preſents or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſs, &c.

LEASES.

LEASES.

A Leaſe of Woods, with divers good Covenants.

THis Indenture between E. *J.* of *L.* in the County of *S.* Gent. on the one part, and *G. K.* Cit. &c. of *L.* on the other part, Witneſſeth, That the ſaid *E. J.* for and in conſideration of the Sum of 30 l. of &c. whereof and wherewith &c. Hath demiſed, granted, *Demiſe.*
betaken, and to Farm letten, and by theſe preſents &c. unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, all that Wood and parcel of *All that Wood*
Wood-ground, called and known by the name of *W.* otherwiſe *W.* contain *ground.*
ing by eſtimation 25. Acres, be it more or leſs, lying in *L.* in the County of *K.* now or late in the tenure or occupation of the ſaid *E. J.* and his Aſſigns, and every or any of them abutting &c. or by whatſoever bounds the ſame is ſet forth or known, Together with all Profits, Benefits, Commodities *And all Woods,*
and Advantages of the ſaid Wood and Wood-ground, Under-woods, *Coppices, &c.*
Coppices, Springs, Thorns, Tennets, Buſhes, and Things in the ſame being, or to the ſame Wood or Wood-grounds, Under-woods, Tennets, Spraies, Buſhes, Commons, Hereditaments, and Appurtenances thereof belonging, or in any wiſe appertaining, and all the Herbage and Pannage, Paſturing, Feeding, and other the Commodities, of all and ſingular the ſaid Premiſſes, during the term of 61. years, hereafter in theſe Preſents mentioned, that ſhall grow in or about the ſaid Wood and Wood-grounds, and all and every other the Premiſſes, with the Appurtenances, or any part or parcel thereof, and all and ſingular Woods, Under-woods, Coppices, Springs, Buſhes, Spraies, Timber-Trees, and all other Trees great and ſmall, and things whatſoever, as at any time after the laſt day of *A.* which ſhall be in the year of our Lord God, &c. ſhall be ſtanding, growing, encreaſing, ſpringing, lying, and being, or which then ought to be left ſtanding, growing, and being upon and about the ſaid Premiſſes, or any part thereof: To have and to hold the ſaid Woods and *Habend.*
Under-woods, and all and ſingular other the ſaid Woods, Under-woods, Coppices, Springs, Buſhes, Spraies, Things, Profits, Commodities, Benefits,

and Advantages, and all other the Premiſſes, unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, from the ſaid laſt day of *A.* which ſhall be &c. unto the end and term of 61 years, from thence &c. and fully to be compleat and ended, to uſe and diſpoſe at the free liberty, moſt commodity, benefit and profit of the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, and every of them; yielding, &c. unto the ſaid *E. J.* his Heirs or Aſſigns 20 s. of lawful &c. at two Terms &c. That is, &c. at the Feaſts of St. *M.* &c. and the *Annun.* &c. or within 6 weeks next enſuing either of the ſame Feaſts, by even Portions, at or before the Manſion-houſe of the ſaid *E. J.* in *L.* in the County of *K.* And if it ſhall happen the ſaid yearly Rent of 20 s. to be behind and unpaid, in part, or in all, over or after any Feaſt or Term of payment thereof aforeſaid, in which it ought to be paid by the ſaid ſpace of ſix weeks, and lawfully asked at the houſe aforeſaid, and no ſufficient Diſtreſs on the demiſed Premiſſes to be had; That then it ſhall be lawful unto the ſaid *E. J.* his Heirs and Aſſigns, into all and ſingular the ſaid Ground to enter, and the ſame to have again, and retain, as in his or their former Eſtate. And the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, and all other Occupiers thereof, out and from the ſame, utterly to expell, amove, and put out, any thing herein compriſed, to the contrary notwithſtanding. And the ſaid *E. J.* for, and in conſideration of the ſaid 50 l. as above now paid, hath, &c. And by this Indenture, doth fully, clearly, and abſolutely bargain and ſell, give and grant, unto the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, all and ſingular the ſaid Timber-Trees, Pollards, and all other Trees great and ſmall, now ſtanding, growing, ſpringing, increaſing, lying and being, or that hereafter ſhall ſtand, &c. and which otherwiſe are, or ought to be reſerved by the ſaid *E. J.* in one Indenture dated, &c. made between the ſaid *E. J.* on the one part, and *J. G.* of *P.* in the County, &c. on the other part, as all the Woods, Under-woods, Hedge-rows, great Timber, and all other Timber-Trees, and all other Trees, Pollards, Tennets, Spra es, Buſhes, Thorns, and Commoditi:s, that after the ſaid laſt day of *A.* ſhall ſtand, grow, and be, in and upon, or about the ſaid Woods and Wood-ground, during the ſaid Term of 61 years (except and alwaies reſerved unto the ſaid *E. J.* his Heirs and Aſſigns, all Pollards, Elms, and other Trees, which ſhall grow, increaſe, and be in the Fences of the demiſed Premiſſes, the Loppings and Toppings of which ſaid Pollards, Elms, and Trees, ſo by theſe preſents excepted, which hath heretofore been uſed to be lopt and topt), The ſaid *E. I.* doth likewiſe by theſe Preſents, give, grant, bargain, and ſell unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, **To have and to hold**, the ſaid Hedge rows, great Timber-Trees, and all other Timber-trees, and other Trees, Pollards, Thorns, and Commodities, and all other the bargained Premiſſes (except above by theſe preſents excepted) unto the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, to the only proper uſe and behoof of the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns for ever. And the ſaid *E. J.* Covenanteth, &c. in manner, &c. *viz.* That he the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may, as well between the day of the date of theſe preſents, and the ſaid laſt day of *A.* during the ſaid Term of 61 years, as his and their free

Redend.

And if it happen, &c.

Bargain and Sale.

Except, &c. all Trees in the Hedges.

Habend.

Ingreſs and Regreſs.

ſure liberty and pleaſure, have peacable, free, and quiet liberty, ingreſs and regreſs, courſe, recourſe, and paſſage into and from the ſaid Wood and Wood-ground, and every part and parcel thereof, at all time and times, for himſelf, his Executors, Adminiſtrators and Aſſigns, Servants, Work men, Horſes, Carts, Cattle, and Carriage, for to have, take, fell, cut down, lop top, carry away, make up, uſe, diſpoſe, and convert to whatſoever uſe and Commodity, he or they the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall think good, all and ſingular the ſame Timber-Trees, and all other the ſaid Trees, Timber, Pollards, and all and ſingular other the ſaid Premiſſes, by theſe preſents demiſed and bargained, and every part and parcel thereof, during the ſaid Term of 61 years above demiſed (except the ſaid Timber and Pollards in the ſaid Fences above herein excepted.) The loppings and toppings whereof the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, freely and quietly at his and their pleaſure, as above to lop and top; The ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, not willingly hurting the ſaid Woods of the ſaid *J. G.* mentioned in the fore-recited Indenture. And the ſaid *E. I.* doth Covenant, &c. in manner and form, &c. That he the ſaid *G. K.* his Executors, and Aſſigns, all and ſingular the ſaid Premiſſes above by theſe Indentures demiſed, given, granted, bargained and ſold, and every part thereof, ſhall and may peaceably and quietly, hew, fell, cut down, convert, and diſpoſe, have, hold, and demiſe, in manner above expreſſed and declared, during the ſaid Term of 61. years, without any lawful let, interruption, or eviction of the ſaid *E I.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or of any other perſon or perſons: And that the ſaid *J. G.* his Executors, Adminiſtrators, Workmen, and Officers ſhall leave the ſaid Timber-Trees, and all other the ſaid Pollards, above by the ſaid *J. G.* in and by the ſaid Indenture covenanted to be left: And the ſaid *G. K.* Covenants, &c. That he the ſaid *G* his Executors, Adminiſtrators, and Aſſigns, ſhall at the felling of the ſaid Woods, and Under-woods, which after the ſaid laſt day of *A.* &c. ſhall be felled and cut down, leave ſtanding, in and upon the ſaid Grounds, ſufficient Standils, according to the Statute and Cuſtom of the Country in that caſe uſed and accuſtomed. And further, the ſaid *G. K.* Covenants, &c. ſufficiently to hedge and incloſe the ſaid Wood ground, during the ſaid Term of 61 years. And the ſaid *E. I.* Covenants, &c. in form, &c. That he the ſaid *E. I* at the enſealing and delivery of theſe preſents, is now very true, ſole, and lawful Owner of all and ſingular, the demiſed and bargained Premiſſes, and of every part thereof, of a good and perfect Eſtate in Fee-ſimple, without any condition or alteration of uſe, and hath now good right, full power, and lawful Authority, to demiſe, grant, let to farm, alien, bargain, ſell, warrant, and defend the ſame in manner and form, according to the Tenor of this Indenture, unto the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns. And that the ſame demiſed and bargained Premiſſes, and every part thereof, are and be, and ſo ſhall continue during the ſaid Term of 61 years, unto the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, free, clear, and clearly acquitted, diſcharged, or upon Requeſt, ſufficiently ſaved harmleſs, and cleared of, and from all and ſingular former Bargains, Sales, Gifts, Grants, Annuities, Rent-

Covenant for enjoyance.

The Vendee to leave Standils, &c.

To hedge the Grounds, &c.

The Vendor Owner in Fee.

Hath good Right to demiſe, bargain, &c.

Diſcharge off Incumbrances.

Rent-charge, Rent-ſeck, Arrearages of Rents, Fines, Forfeitures, Mortgages, Recognizances, Statutes, Condemnations, Judgments, Executions, Joyntures, Dowers, Troubles, Titles, and Incumbrances whatſoever, had, made, committed, executed, cauſed, procured, done, or ſuffered by the ſaid *E. J.* or his Aſſigns, or any for him, or to his uſe, or by his means, or otherwiſe the ſaid yearly Rent of 20 s. herein reſerved, onely except. And that the ſaid *E. J.* and his Heirs, and all and every other perſon and perſons, and their Heirs, in whom any lawful Right, Reverſion, Remainder, Eſtate, Uſe, or Title now is, ſhall be, or remain, ſhall at all and every time and times hereafter, upon Requeſt, execute, ſeal, deliver, and do unto the ſaid *G. K.* his Executors, Adminiſtrators, or Aſſigns, at the coſt and charges in the Law of the ſaid *G.* his Executors, and Adminiſtrators, all and every ſuch lawful Writing, Obligation, Conveyance, Act, Deviſe, and Aſſurance of, and in the Premiſſes, for and during the ſaid 61 years, or ſuch term of years then to come of the 61 years, to the uſe and behoof of the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, for the further, more better, and perfect Aſſurance of all the ſaid Premiſſes, and every part thereof, unto the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, clear, and clearly diſcharged as above, as by the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, or deviſed: In witneſs, &c.

Further Aſſurance.

A Leaſe of Herbage and Pawnage of Wood-ground, the Woods being formerly granted.

THis Indenture made, &c. Between *J. M.* of *L.* Gent. on the one part and *F. M.* of *L.* Gent. on the other part, Witneſſeth, That the ſaid *J. M.* for divers Conſiderations him thereunto moving, hath demiſed, granted, betaken, and to farm, letten, and by, &c. unto the ſaid *F. M.* all the Herbage, Pawnage, Paſturing and Feeding, and other the Commodities of all that Wood-ground, commonly called or known by the name of *T.* Park, with the Appurtenances, ſet, lying, and being in the Pariſh of *T.* in the County of *S.* and alſo all that Meadow containing by eſtimation, 8. Acres, be it more or leſs, lying and adjoyning next to the North ſide of the ſaid Wood-ground (except, and to the ſaid *J. M.* his Heirs or Aſſigns, always reſerved all ſuch Trees, Standards and Storers, as are mentioned to be excepted, or Covenanted to be left by the ſaid *F.* his Executors and Aſſigns, in one pair of Indentures, between the ſaid *J. M.* and *F. M.* made bearing date, &c. now laſt paſt, with free ingreſs, egreſs, and regreſs at all times, for the felling, cutting down, and carrying away of the ſame Trees, Standers and Storiers, and every or any part thereof) to have and to hold all the ſaid Herbage, Pawnage, Paſturing, Feeding, and other the Commodities of the ſaid Wood-ground, with the Appurtenances; and alſo all the ſaid Meadow,

Except Standers, &c.

Habend.

except

except before excepted to the ſaid *F. M.* his, &c. from the Feaſt of the *Annunciation*, &c. laſt paſt, &c. unto the end and term of 21 years, from thence, &c. yielding and paying therefore yearly, during the firſt five years of the ſaid term, unto the ſaid *J. M.* his Heirs and Aſſigns, 13 l. 6 s. 8 d. of &c. and yearly after the end of the ſame five years, during all the reſidue then to come of the ſaid term of 21 years to the ſaid *J. M.* his Heirs or Aſſigns 20 l. of like lawful money, at 2. Feaſts or Terms of the year, that is to ſay, &c. And if it happen the ſaid yearly Rent of 13 l. 6 s. 8 d. or any part or parcel thereof, at any time, during the ſaid 5. years, or the ſaid yearly Rent of 20 l. at the end and expiration of the ſaid term of 5. years, to be behind and unpaid by the ſpace of 30. dayes, next over or after either of the ſaid Feaſts, wherein the ſame ought to be paid, being lawfully asked, that then and from thenceforth, this preſent Leaſe ſhall be utterly void and of none effect, any thing in theſe preſents contained to the contrary notwithſtanding. And the ſaid *F. M.* Covenanteth, &c. That he the ſaid *F.* his Executors, Adminiſtrators and Aſſigns, at his and their own proper Coſts and Charges, from time to time, ſhall and will well and ſufficiently repair, fence, ſcoure, and amend all the Hedges, Ditches, Fences, Gates and Incloſures of the ſaid Wood-ground and Meadows, as often, and when need ſhall require, during the ſaid Term, and the ſame upon the determination of this preſent Demiſe ſo ſufficiently repaired, fenced, ſcoured and amended, ſhall leave and yield up. Provided always, That if the ſaid *J. M* his Heirs or Aſſigns, at any time after the end and expiration of the firſt term of years of the ſaid term of 21 years, ſhall be minded or diſpoſed to reſume, have, or take again the Premiſes before by theſe Preſents Demiſed, and thereof do give publick notice and knowledge at the Pariſh Church of *T.* aforeſaid, upon either of the Feaſt-dayes aforeſaid, that then and immediately from, and after the end of one whole year next after ſuch notice given as aforeſaid, the Leaſe ſhall ceaſe, determine and be utterly void, and of none effect, This Indenture, or any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. In Conſideration whereof, the ſaid *J. M.* Covenanteth, &c. that he the ſaid *J. M* his Executors, Adminiſtrators, or Aſſigns, ſhall well and truly content and pay, or cauſe, &c. to the ſaid *F. M.* his Executors, or Aſſigns, the ſum of 40 l. of, &c. at the ſhop now in the Tenure of *J. W.* Scrivener, ſituate in *F.* of *L.* within one month next after, that the ſaid *F. M.* his Executors, Adminiſtrators, and Aſſigns, ſhall after ſuch determination of this preſent Leaſe, leave and depart from the poſſeſſion of the afore letten Premiſſes, and upon reaſonable demand to him the ſaid *J. M.* his Executors, or Adminiſtrators, thereof made. And the ſaid *J. M.* Covenanteth, &c. That he the ſaid *F. M.* his Executors, and Aſſigns, for the ſeveral yearly Rents in form aforeſaid, reſerved and to be paid, and under other the Covenants aforeſaid, on the part and behalf of the ſaid *F.* and his Aſſigns to be performed, ſhall or may peaceably and quietly have, hold, occupy, and enjoy the ſaid Herbage, Pawnage, Paſturing, Feeding, and other the Commodities of all the ſaid Wood-grounds, with the Appurtenances, and alſo the ſaid Meadow, except before excepted, for, by, and during all the ſaid term of 21 years, according to the

Reddend.

tenor

tenor and true meaning of theſe preſents, without let, diſturbance, moleſtation, or interruption of the ſaid *J. M.* his Heirs or Aſſigns, or any of them, and without any lawful let, &c. of any other perſon or perſons whatſoever, by his aſſent or procurement. In witneſs, &c.

A Leaſe of Copy hold Land, with recital of the Lords Licenſe Ad dimittend.

Recital of the Lycence.

THis Indenture, &c. Betwen *J. L.* Cit. and C. &c. on the one part, and *S. M.* Cit. and H. &c. on the other part; Witneſſeth, That the ſaid *J. L.* by virtue of a licenſe by him, before the enſealing of theſe preſents, procured and obtained of the Queens Majeſty, Lady of the Mannor of *W.* in the County of *S.* for the granting and ſetting to farm of the Tenments, and parcel of Ground hereunder demiſed to the ſaid *S. M.* according to the Tenor and true meaning of theſe preſents, hath demiſed, &c. and by theſe preſents, &c. to the ſaid *S. M.* all thoſe two cuſtomary Meſſuages or Tenements, with their Appurtenances, and one little parcel of Ground thereunto adjoyning, holden by Copy of Court Roll, of our ſaid Soveraign Lady the Queen, as of her ſaid Mannor of *W.* and all and ſingular Houſes, Edifices, Orchards, Gardens, Cartilages, Profits, Commodities, Eaſements, and Hereditaments whatſoever, to the ſaid Meſſuages or Tenements belonging or appertaining, which Tenements, and other the demiſed Premiſſes are ſcituate and lying in *P.* in the ſaid County of *S.* That is to ſay, Between the great Houſe there of the ſaid *J. L.* now in the holding of Sir *E. B.* Knight, toward the Weſt, and another Tenement of the ſaid *J. L.* now occupied by *A. L.* toward the Eaſt, and upon the River of *Thames* toward the North, and upon the common Field of *P.* aforeſaid, toward the South. To have and to hold the ſaid 2 Tenements, with their Appurtenances, and the ſaid parcel of Ground, and all other the above demiſed Premiſſes to the ſaid *S. M.* his Executors and Aſſigns, from the Feaſt of the Birth, &c. next, &c. unto the end and term of fifteen years, from thence, &c. yielding and paying therefore yearly, during the ſaid term, unto the ſaid *J. L.* his Heirs and Aſſigns, 30 s. of, &c. in the Feaſts of the Nativity, and the birth, &c. by eaven portions. And if it ſhall happen the ſaid yearly Rent of 30 s. or any part thereof to be behind, unpaid, over, or after any of the ſaid Terms or Feaſts of payment thereof, by the ſpace of 20 dayes, it being in the mean time lawfully aſked, that then, or at any time after, it ſhall and may be lawful to and for the ſaid *J. L.* his Heirs and Aſſigns, into the ſaid Tenement, and other the Premiſſes, to enter and diſtrain; and the Diſtreſs or Diſtreſſes there found, lawfully to take, lead, drive, and carry away, and with him and them to retain and keep, until the ſaid yearly Rent, with the Arrearages thereof, (if any be) together with all their Coſts and Damage in that behalf to be ſuſtained, ſhall be fully ſatisfied and paid to the ſaid *J. L.* his Heirs or Aſſigns,

If the Rent be behind to diſtrayn.

and

ſtly the ſaid *S. M.* covenanteth, &c. that he the ſaid *S. M.* his Executors and Aſſigns, ſhall and will at their Coſts and Charges from time to time, during the ſaid term of 15 years, well and ſufficiently uphold, repair, ſuſtain, maintain, and amend the ſaid 2 Tenements, with their Appurtenances, and all new Building whatſoever, upon the Premiſſes to be builded, during the ſaid term, and the Pales, Hedges, Walls, Incloſures of the ſaid parcel of ground, and other the demiſed premiſſes, in, and with all manner of Reparations thereunto to be needful, ſo often as need ſhall require, and ſhall and will alſo cleanſe, ſcowre, and purge the ſieges, gutters, and widraughts of the ſaid Tenements, with the Appurtenances, when like need ſhall require, during the ſaid term of 15 years; and the ſaid two Tenements, with their Appurtenances, and new Buildings to be made as aforeſaid, and other the premiſſes by theſe preſents demiſed, ſo well and ſufficiently repaired, upholden, and kept in Repa rations as aforeſaid: and all the Glaſſe, Wainſcot, Window, Doors, Locks, Keys, Caſe-ments, and ſuchlike, in the Premiſſes to be made or ſet, during the ſaid term, in the end of the ſame term, ſhall leave, and quietly yield up. And that he the ſaid *S.* his Executors nor Aſſigns, ſhall not do, or cauſe to be done any Act or Fact, or other Thing or Things whatſoever, which may forfeit, loſe, or impair the Eſtate or Intereſt which the ſaid *J. L.* hath in the Premiſſes, or any part thereof, or which may otherwiſe be hurtful or prejudicial to the ſaid *J.* his Heirs or Aſſigns, for, or concerning the having, holding, or enjoying of the ſame, or any of them. And the ſaid *J. L.* covenanteth, &c. that he the ſaid *S. M.* his Executors and Aſſigns, for, and under the payment of the ſaid yearly Rent of 30*s.* and performance of the Covenants and Articles aforeſaid, on his and their part to be paid, kept, and performed according to the true meaning of theſe preſents, ſhall, or lawfully may have, hold, and enjoy the ſaid 2 Tenements, and other the Premiſſes, by theſe preſents Demiſed, during the ſaid term of 15 years, without any let, moleſtation, eviction or imp dment of the ſaid *J. L.* his Heirs or Aſſigns, and without any lawful lett, moleſtation, eviction, or interruption of any other perſon or perſons; and that he the ſaid *J. L.* his Heirs or Aſſigns, ſhall from time to time diſcharge, or upon reaſonable Requeſt, ſave harmleſs the ſaid *S. M.* his Executors or Aſſigns, of, and for all Quit-Rents, Payments, Duties, and Services to be had or done, for, or out of the demiſed Premiſſes, or any part thereof to the Queens Majeſty, her Heirs or Succeſſors, and alſo of, and for all Rent, Charges, and Annuities heretofore going, or Iſſuing out of the ſaid demiſed Premiſſes, or any part of the ſame (The yearly Rent of 30*s.* by theſe preſents reſerved, only except and foreprized.) In Witneſs, &c.

Covenant to repair the Houſes.

The Leſſee not to do any Act to prejudice the Eſtate of the Leſſor.

Quiet enjoyment.

The Leſſor to diſcharge the Leſſee from the Quit-Rents.

A

A Leaſe to one, during the life of himſelf, his Wife, and their Child unborn, or another to be nominated in ſtead thereof, with proviſion that the Husband ſhall leave his Wife his Land, if he dye before her.

THis Indenture made, &c. Between *J. L.* Cit. and C. of *L.* of the on: part, and *R. S.* of *H.* in th: County of *G.* C. on the other part: Witneſſeth, That the ſaid *J. L.* for and in conſideration of a Marriage al eady had ſolemnized between the ſaid *R. S.* and *M.* now his Wife, one of the Daughters of *J. L.* late of *H.* aforeſaid Gent. deceaſed, Brother unto the ſa.d *J. L.* and for the preferment of the ſaid *M.* hath demiſed, granted, and to farm-letten, and by theſe Preſents, &c. unto the ſaid *R. S.* all that dwelling Houſe, with the Appurtenances lately new builded, and adjoyning to, &c. and all and ſingular Barns, Stables, &c. ſaving, and alwaies excepting one of this preſent Leaſe and Demiſe, all that, &c. To have and to hold the ſaid, &c. except, &c. unto the ſaid *R. S.* his Executors and Aſſigns, from the Feaſt, &c. laſt, &c. for, by, and during all the term of 99 years from thence, &c. and fully, &c. if the ſaid *R. S.* and *M.* his wife, and ſuch Child as ſhall be begotten of the Body of the ſaid *M.* by the ſaid *R.* and in this behalf ſpecially to be named to the ſaid *J. L.* by Writing, under the Hand and Seal of the ſaid *R.* before the end of 9 years next following (or in default of any ſuch Child) ſuch other perſon as the ſaid *R.* by Writing, Signed with his Hand, and Sealed with his Seal, at any time within 10 years next enſuing the date of theſe preſents, ſhall in that behalf nominate and appoint to the ſaid *J. L.* do, or ſhall live to the end of the ſaid 99 years, and not otherwiſe, yielding, reſerving, and paying therefore yearly to the ſaid *J. L.* his Executors and Aſſigns 6 l. of, &c. in the Feaſts, &c. by even portions. And if it ſhall happen the ſaid yearly Rent of 6 l. or any part thereof to be behind, and not paid by the ſpace of 28 dayes next after any time of payment thereof, wherein the ſame ought to be paid as aforeſaid (it being in the mean time lawfully aſked at the dwelling houſe aforeſaid, and no ſufficient Diſtreſs in ar d upon the Premiſſes above demiſed, can be had and found overt, and quietly to be taken away and impounded) that then, and from thenceforth it ſhall or may be lawful to the ſaid *J. L.* and his Heirs and Aſſigns, into all and ſingular the Premiſſes above demiſed by theſe preſents, wholly to re-enter, and the ſame to have again, &c. and the ſaid *R. S.* his Executors and Aſſigns, from thence to expel, &c. any thing to the contrary, &c. And the ſaid *R. S.* for him, his Heirs, Executors, &c. covenanteth, &c. with the ſaid *J. L.* his Executors, &c. in manner, &c. That is to ſay, That if the ſaid *R.* do happen to deceaſe before the ſaid *M.* his Wife, that then he ſhall leave lawfully aſſured to the ſaid *M.* all and ſingular the above demiſed Premiſſes, free from all Forfeitures, Charges, and Incumbrances to be done by the ſaid *R.* to the contrary only, and ſolely to be had, enjoyed, and holden to the ſaid *M.* and her Aſſigns, under the payment of the yearly Rent aforeſaid, and doing the reparation hereafter ſpecified in theſe preſents, by and during the natural life

Demiſe.

Exception.

Habend.

Reddend.

For Non-payment of the Rent, to re-enter.

That the Husband will leave the Land to the Wife free from Incumbrances.

life of the ſaid *M.* if the ſaid term of years ſhall ſo long endure. And alſo, That he the ſaid *R.* and his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time maintain, repair, ſuſtain, keep, and defend the ſaid dwelling Houſe, Barns, &c. and all other the Premiſſes, except before excepted, in, and with all manner of Reparations whatſoever, in all things thereunto at any time to be needful or neceſſary to make it Tenentable, and the ſame, and every of them, ſo well and ſufficiently repaired at the end of the ſaid term, or ſooner determination of this preſent Leaſe, ſhall ſo leave and yield up. And the ſaid *J. L.* covenanteth, &c. with the ſaid *R. S.* &c. that when as the next Heir of the ſaid *J. L.* late of *H.* deceaſed, ſhall have accompliſhed his full age of 21 years, that within one month next after ſuch his coming to full age, upon any Requeſt of the ſaid *R.* his Executors or Aſſigns, he the ſaid *J. L.* his Executors or Adminiſtrators, ſhall cauſe and procure the ſame next Heir, ſo far as in him the ſame Heir ſhall be lawfully and reaſonably, to Demiſe, Grant and Aſſure, all and ſingular the ſaid demiſed Premiſſes by theſe preſents, according to the true meaning hereof, unto ſuch of the ſaid *R.* and *M.* now his wife, as then ſhall be living, or to ſuch a Child Male or Female, to be begotten of the Body of the ſaid *M.* by the ſaid *R.* as the ſaid *R.* and *M.* or the Survivor of them, or the Executors of the ſaid *R.* ſhall at any time, during 9 years from the date hereof, nominate and appoint in Writing under their, or any of their Hands and Seals; or in default of any ſuch Child, unto ſuch perſon as the ſaid *R.* and *M.* or the Survivor of them, or the Executors of the ſaid *R.* by Writing, Signed and Sealed with their, or any of their Hands, and with their Seals, at any time within one year next after the ſaid 9 years ended, ſhall in that behalf nominate and appoint to the ſaid *J. L.* or his Executors or Aſſigns, to have and to hold the ſaid demiſed Premiſſes unto the ſaid *R.* and *M.* the ſaid Child, or other perſon aforeſaid in Reverſion or Remainder, one after another; That is to ſay, Firſt to the ſaid *R.* then to the ſaid *M.* and laſt to ſuch Child or other perſon aforeſaid, according to the meaning hereof, and during all the ſaid term of 99 years, if the ſaid *R.* and *M.* and ſuch Child, or other perſon aforeſaid, to be nominated as aforeſaid, or any of them do live ſo long, and not otherwiſe, reſerving by ſuch Demiſe and Grant, for the Premiſſes yearly to be paid, and done ſuch yearly Rent, and ſuch Covenants, Grants and Agreements, as afore is ſpecified in theſe preſents to be contained, limited, and ſet down in the ſaid Leaſe, Demiſe and Grant, ſo to be made in accompliſhment of theſe preſents, and according to the true meaning hereof, ſo alwayes as the ſaid *R.* his Executors or Aſſigns, upon due notice firſt to them given of the Redemiſe of the ſame Leaſe, Demiſe, Grant and Aſſurance, will take and receive the ſame at the now Manſion Houſe of the ſaid *J. L.* ſcituate in *M.* of *L.* In witneſs, &c.

To repair.

A Lease in Reversion, after the Expiration, Surrender, or Forfeiture of another former Lease.

THis Indenture, &c. Between, &c. Witnesseth, That the said *J. N.* in consideration, &c. whereof and wherewith, &c. hath demised, &c. unto the said *C. C.* all that Messuage or Tenement, with Shops, &c. to the same belonging, set in *C.* Street *L.* now in the Tenures and Occupations of one *J. C.* and *E.* his Wife, which they hold by Indenture, dated, &c. of the Demise and Grant of *F. C.* for 40 years, beginning from the Feast of Saint *M.* then last past (if the said *J. C.* and *E.* do so long live). *Demise.* To have and to hold the said Messuage or Tenement, with all Shops, &c. unto the said *C. C.* his Executors, Administrators and Assigns, from the end, expiration, or whatsoever surceasing, or determination of the said Indenture of Lease, be it by Surrender, Forfeiture, or otherwise, which first and next ensuing the date of these presents, shall happen unto the end and term of 31 years, from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the said term of, &c. unto the said *J. N.* his Heirs and Assigns, 40 *s.* of, &c. at four Feasts, &c. or within 14 dayes, &c. by eaven portions; the first payment thereof beginning at such Feast of the said Feast, which shall first or next after the death or decease of the said *J. C.* and *E.* happen, or within 14 dayes then next following. *Habend.* *Reddend.* And if it shall happen the said yearly Rent of 40 *s.* to be behind and unpaid, in part, or in all, over or after any Feast or term of payment thereof aforesaid, in which it ought to be paid by the space of two months, and lawfully asked, that then, and from thenceforth it shall and may be lawful, to, and for the said *J. N.* his Heirs and Assigns, into all and singular the said demised Premisses, with the Appurtenances, wholly to re-enter, and the same to have again, &c. And the Tenant to expel, &c. *For Non-payment of the Rent, to re-enter.* And the said *C. C.* covenanteth, &c. that he the said *C. C.* his Executors or Assigns, at his and their own proper Costs and Charges, during the said 31 years, the said *C. C.* his Executors and Assigns, enjoying the said demised Premisses, at the said Messuage or Tenement, as well in tyling, boording, leading, cleansing draughts, ferming, as all manner paving, lathing, dawbing and lyming, necessary and needful to the same demised Premisses, belonging or appertaining, as often, and when as need shall be, or at the furthest within six Months, next after warning given by the said *J. N.* his Heirs or Assigns, to the said *C. C.* his Executors or Assigns, shall repair, sustain, keep and maintain, and in the end of the said term of 31 years, shall so leave and yield up the same, (principal Timber only excepted) which principal the said *J. N.* for him, his Heirs, Executors and Administrators, at his and their own proper Costs and Charges, covenanteth and granteth by these presents, to find, prepare, set up, and finish in and upon the said demised Premisses upon Request, during the said term of 31 years, as often as need shall be or require. *To repair.*

And the ſaid *J. N.* covenanteth, &c. in form, &c. That he the ſaid *J. N.* the day of the date hereof, and at the enſealing and delivery of theſe preſents, is very true, ſole, and lawful Owner of the ſaid Meſſuage or Tenement, and of all and ſingular other the Premiſſes, with their Appurtenances, above by theſe preſents demiſed, and of every part and parcel thereof, and is thereof lawfully ſeiſed of a good and perfect Eſtate in Fee ſimple, to the uſe of him the ſaid *J.* and of his Heirs and Aſſigns for ever, without any manner of entail, condition, alteration, or limitation of Uſe: And by reaſon of ſuch Eſtate, hath now good rightful power, and lawful authority, to demiſe and grant the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, above by theſe preſents mentioned to be demiſed, for, and during the ſaid term of 31 years, unto the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns. And that the ſaid *J. N.* his Heirs, Executors and Aſſigns, at his and their own proper Coſts and Charges, ſhall, during the ſaid term of, &c. pay, and bear all chief and quit-rents growing due, and to be paid and born out of and for all the ſaid Meſſuage or Tenement, and all other the Premiſſes, with the Appurtenances, and every part thereof: And alſo, that he the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, at the end, expiration, ſurceaſing, or other determination of the ſaid Indenture of Leaſe above recited, ſhall and may lawfully, peaceably, and quietly enter into the ſaid Meſſuage or Tenement, and all other the ſaid Premiſſes, with their Appurtenances, above by theſe preſents mentioned to be demiſed, and into every part thereof, and the ſame for the ſaid yearly Rent of 40*s.* ſhall and may from thenceforth, for, and during the ſaid term of 31 years, lawfully, peaceably and quietly, have, hold, occupy and enjoy, without any manner of lett, trouble, denial, interruption or eviction of the ſaid *J. N.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of any other perſon or perſons whatſoever. And moreover, That he the ſaid *J. N.* his Heirs and Aſſigns, and every of them, ſhall and will, at all and every time and times hereafter, and from time to time, upon requeſt, and at the coſts and charges in the Law of the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, and of every or any of them, acknowledge, conſels, make, execute, and do, or cauſe to be made &c. all and ſingular ſuch further act and acts, deviſe and deviſes, aſſurance and aſſurances unto the ſaid *C. C.* his Executors, Adminiſtrators, or Aſſigns, of and in the ſaid Meſſuage, &c. for the further, more better, and perfect aſſurance and ſure-making of the ſaid Meſſuage or Tenement, with the Appurtenances, unto the ſaid *C. C.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of &c. as by the ſaid *C.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be lawfully deviſed or adviſed. In witneſs, &c.

The Leaſor Covenants that he is lawful owner.

Seized.

Power to demiſe.

To pay the quit-rents.

Quiet enjoyment.

Further aſſurance.

A Leaſe of a houſe in London, *where part of the Rent is taken up by way of Fine, and where the houſe having been the Leſſor's place of occupation, the Leſſees are bound to gather in certain of the Leſſor's Debts.*

THis Indenture, &c. Between *A. H.* of *L.* Widdow, ſole Executrix of the laſt Will and Teſtament of *W. H.* late Cit. and S. of *L.* deceaſed, on the one part, and *J. S* Cit. and S. of *L.* on the other part, Witneſſeth, That for and in conſideration of a Fine or Income of 120 l. of, &c. to be be paid to the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, at the Meſſuage or Tenement hereunder by theſe Preſents demiſed by the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, in manner and form following; That is to ſay, 20 l. thereof yearly, during 6 years now next enſuing, in the Feaſts of the Birth &c. the Annunc. &c. or within the ſpace of 30 dayes, next after every of the ſame Feaſts, by even Portions every year, until the ſaid Sum of 120 l. ſhall be well and truly paid, the ſaid *A. H.* hath demiſed &c. unto the ſaid *J. S.* all that Meſſuage or Tenement, with the Appurtenances called *M.* ſcituate in *B.* Street, in the Pariſh &c. and all and ſingular Rooms, void Grounds, and Buildings, with their Appurtenances, to the ſaid Meſſuage and Tenement belonging or appertaining, which the ſaid *W. H.* had, and the ſaid *A.* now hath, or occupieth with the ſame, to have &c. to the ſaid &c. from the Feaſt of St. *M.* &c. laſt &c. for and during all the term of 6. years, from thence &c. yielding and paying therefore yearly, during all the ſaid term to the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, at the ſaid Tenement, 4 l. of &c. in the Feaſts of the Birth, &c. the Annun. &c. the Nativity &c. and St. *M.* &c. by even Portions: And if it do happen either the ſaid yearly Rent of 4 l. or any part thereof, or the ſaid yearly payment of the Fine and Income aforeſaid, or any part thereof, to be behind and not paid, within the ſpace of 30 dayes next enſuing, from the Feaſts aforeſaid, wherein the ſame or any part thereof ought to be paid as is aforeſaid, the ſame being lawfully asked at the ſaid Meſſuage, that then and from thenceforth, this preſent Leaſe made and granted of the Premiſſes by theſe preſents, ſhall clearly ceaſe, determine, and become utterly void, any thing contained in theſe Indentures, to the contrary thereof in any wiſe notwithſtanding. And the ſaid *J. S.* Covenanteth &c. in form &c. that he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, at his and their own proper coſts and charges, ſhall and will well and ſufficiently repair, keep, maintain, and ſuſtain, all and ſingular the Premiſſes, with all manner of Reparations, and the pavements thereof, and in the Street before the ſame, and all the Sieges, Sincks, Gutters, and Widraughts thereof, ſhall cauſe to be paved, purged, and emptied, as often as need ſhall be, during the ſaid term of 6. years; And ſo ſhall leave and yield up all and ſingular the Premiſſes, into the hands and

Demiſe.

Habend.

Reddend.

If the Rent be unpaid, the Leaſe to be void

To repair.

and poſſeſſion of the ſaid *A. H.* or of her Executors, Adminiſtrators, or Aſſigns, in the end of the ſaid term, if any of them will then accept and receive the ſame. And alſo, That it ſhall and may be lawful, to and for the ſaid *A. H.* her Executors, Adminiſtrators, or Aſſigns, at all reaſonable times, and upon reaſonable requeſt, to enter into the ſaid Meſſuage and other the Premiſſes, to ſearch and view the reparations thereof. And that if upon ſuch ſearch and view thereof, there ſhall be any part of the ſame, which ſhall have need of amendment, and warning then and there given or left by the ſaid *A.* her Executors, Adminiſtrators or Aſſigns, for the amendment thereof, that then he the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, at his or their own coſts and charges, ſhall cauſe every part of the Premiſſes (according to the form of every ſuch warning to be given or left as aforeſaid) to be competently and ſufficiently repaired within the ſpace of three months next after every ſuch warning ſo thereof to be given or left as aforeſaid. And further, That the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will yearly, with the ſeveral payments of the ſaid yearly Rent of 4*l.* conſent and pay yearly, during the ſaid term of 6 years, unto the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, 46*s.* of lawful &c. by even and equal portions, for and towards the full diſcharge of all Quit-rents, and Out-rents, during the ſaid term, to be going or iſſuing out of the Premiſſes. And the ſaid *A.* Covenanteth &c. That ſhe the ſaid *A.* her Executors, and Adminiſtrators, at their own charges, ſhall and will ſave and keep harmleſs the ſaid *J. S.* his Executors, and every of them, of and for all and ſingular Rents, Rent charges, Quit-rents and Annuities whatſoever, to be paid for or out of the ſaid Meſſuage and other the Premiſſes, during the ſaid term, except only the ſaid Fine and Income, and the ſaid yearly Rent of 4*l.* and yearly payment of 46*s.* aboveſaid, reſerved and payable to the ſaid *A.* her Executors, Adminiſtrators, and Aſſigns, by virtue of theſe Preſents, and all Church duties whatſoever. And further, That he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, ſhall or lawfully may have, hold, occupy, and enjoy the ſaid Meſſuage and Tenement, with their Appurtenances, and all and every other the Premiſſes, by and during all the ſaid term of years, according to the true intent and meaning of theſe preſents, without any let or interruption of the ſaid *A.* her Executors, Adminiſtrators or Aſſigns, and without any lawful let, moleſtation, or interruption of any other perſon or perſons. And whereas, divers and ſundry perſons, do owe divers ſeveral Sums of Money to be paid to the ſaid *A.* or to her lawful Attorney, Executor, or Adminiſtrator, which are expreſſed in a Schedule indented, annexed to theſe preſents; And which the ſaid *J. S.* hath agreed to take, gather, and receive, to the uſe of the ſaid *A.* and her Executors, as he or they can or may lawfully obtain and get the ſame, or any part thereof. The ſaid *J. S.* covenanteth &c. That he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, (ſo long as it ſhall pleaſe the ſaid *A.* her Executors, or Adminiſtrators, and the ſaid term endureth) ſhall and will upon lawful warrant from the ſaid *A.* or her Executors, do their beſt diligence, at the coſts and charges in the Law of the ſaid *A.* and of her Executors and Aſſigns, to gather and receive the ſaid Debts mentioned

To view and give warning.

The Leſſee to pay a ſum yearly, for diſcharging of Quit-rents.

The Leaſor to ſave the Leſſee harmleſs from all Quit-rents, &c.

Quiet enjoyment.

The Leſſee to receive Debts for the Leſſor.

in the ſaid Schedule, to and for the uſe of the ſaid *A.* and of her Executors and Adminiſtrators. And that the ſaid *J.* his Executors, Adminiſtrators, and Aſſigns, upon reaſonable requeſt monthly, or at any time after the end of every month, ſhall and will truly account with the ſaid *A.* her Executors and Adminiſtrators, of and for all the ſeveral Receipts of the Debts aforeſaid, from month to month, by the ſaid *J.* his Executors, Adminiſtrators, or Aſſigns, to be received, and ſhall and will within 30 dayes next after his or their Receipt thereof, upon reaſonable requeſt thereof to be made by the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, as well content and pay to the ſaid *A.* her Executors or Adminiſtrators, ſo many Sum and Sums of money, as the ſaid *J. S.* his Executors or Aſſigns, ſhall have ſo received of the Debts aforeſaid, and as then ſhall be remaining in their or any of their hands before not paid or ſatisfied to the ſaid *A.* her certain Attorney, Executor, or Adminiſtrator; As alſo, ſhall and will, upon like requeſt as aforeſaid, deliver to the ſaid *A.* her Executors or Adminiſtrators, a true note in writing, of what perſon and perſons the Sum and Sums aforeſaid, ſo were received by the ſaid *J.* his Executors or Aſſigns, and at what time. In witneſs, &c.

To accompt monthly, and pay the monies received to the Leſſor.

A very good Leaſe of a Brew-houſe *and* Brewing Veſſels, *with very good Covenants, and a Covenant to ſtand to award if any Controverſie riſe between the parties upon any matter in the Leaſe.*

THis Indenture, &c. be ween *J. S.* Cit. and C. of *L.* and *A.* his Wife, late Wife of *W. C.* Cit. and H. of *L.* deceaſed on the one part, and *W. W.* of the Pariſh of St. *G.* in *S.* &c. Brewer, on the other part; Witneſſeth, That whereas one *H. L.* late of *L.* C. deceaſed, and alſo late Husband of the ſaid *A.* by his Teſtament and laſt Will in Writing, bearing date &c. did Will, That all his Brew-houſe, wherein he did then inhabit, ſcituate and ſtanding in the Pariſh of St. *G.* &c. with all brewing Leads, Veſſels, Utenſils, and neceſſaries, and the Tenement in the Tenure of *D. S.* and other the ſmall Tenements then and yet adjoyning and annexed to the ſaid Brew houſe, ſhould be and remain in the government and diſpoſition of the ſaid *A.* his wife, until the ſaid *H.* his Son ſhould accompliſh his full age of 21 years. And after in the ſame Teſtament and laſt Will, did deviſe the ſaid Brew-houſe and other the Premiſſes to the ſaid *H.* his Son, and to the Heirs of his body lawfully begotten, with divers Remainders over, to divers of his Children yet living: Willing further, That if all his Children ſhould deceaſe without Heirs of their bodies, that then the ſaid *A.* his wife ſhould have all the ſaid Brew-houſe and other the Premiſſes during her natural life, the Remainder thereof to the right Heirs of the ſaid *H.* the Father for ever, as by the ſaid Teſtament, &c. Now the ſaid *J. S.* and

A.

A. now his Wife, for and in accompliſhment of a certain order of Award, made and taken by the Lord Mayor and Court of Aldermen of the ſaid City of *L.* have demiſed, &c. unto the ſaid *W. W.* his Executors and Aſſigns, *Demiſe.*
the ſaid Brew-houſe, with all and ſingular the Appurtenances, and all Houſes, Offices, Store houſes, Stables, Yards, Orchards, Gardens, Wharfe, and all other Eaſements and Commodities to the ſame Brew houſe belonging or appertaining, or with the ſame occupied, with all and ſingular their Appurtenances, and all Brewing Veſſels, Utenſils, and Implements contained in a Schedule annexed to theſe Preſents, now in the occupation of the ſaid *W. W.* and the ſaid Tenement, late in the occupation of the ſaid *D. S.* and alſo the Orchard belonging to the ſaid Premiſſes, and alſo one Wharf, *Habend.*
with the Appurtenances, in the Tenure or occupation of one *W. V.* To have and to hold, &c. to the ſaid *W.* from the Feaſt of St. *M.* &c. laſt paſt, &c. until the ſaid *H. L.* the Son ſhall accompliſh his full age of 21 years; and if it ſhall fortune the ſaid *H.* the Son, and other the Children of the ſaid *H. L.* the Father, at any time hereafter, to deceaſe without iſſue of any of their bodies, and the ſaid *A.* then being in life, then to have and to hold the ſaid Brew-houſe, &c. to the ſaid *W. W.* &c. from the day of the deceaſe of the ſaid *H. L.* the Son, and other the Children of the ſaid *H. L.* the Father, without iſſue of any of their bodies, for and during all ſuch further Eſtate and Intereſt as the ſaid *A.* hath or had, or hereafter ſhall have, by force or virtue of the Deviſe of her ſaid Husband by his laſt Will and Teſtament aforeſaid, yielding and paying therefore yearly to the ſaid *J.* and *A.* for and during ſuch of the ſaid ſeveral term and terms wherein the ſaid *W. W.* his Executors or Aſſigns, ſhall have, hold, occupy, or enjoy in poſſeſſion the *If the Rent be unpaid 28 days to diſtrein.*
ſaid Brew-houſe, &c. by force and virtue of theſe preſents, the Sum of 130 l. of &c. in the Feaſt of the Annun. &c. The Nat. &c. or within the ſpace of 28 dayes next enſuing after every of the ſame Feaſts yearly, by even and equal portions, and if it happen the ſaid yearly Rent of 130 l. or any part thereof to be behind and unpaid by the ſpace of 28 dayes next after any of the Feaſts aforeſaid, and the ſame being in the mean time lawfully asked, That then it ſhall and may be lawful, to and for the ſaid *J.* and *A.* and their Aſſigns, into the ſaid Brew-houſe, and into all and every other the Premiſſes, to enter and there quietly to diſtrein, and the Diſtreſs and Diſtreſſes there found to take, lead, drive, and carry away, and the ſame with them lawfully to detain and keep until they ſhall be fully ſatisfied and paid the ſaid yearly Rent, with the arrearages thereof, (if any be) And if it happen the ſaid yearly Rent of 130 l. or any part thereof to be behind and unpaid by the *If 56 days to re-enter.*
ſpace of 56 dayes next after any of the ſaid Feaſt dayes of payment thereof aforeſaid, the ſame being lawfully asked as aforeſaid, that then & at all times after it ſhall and may be lawful to and for the ſaid *J.* and *A.* and their Aſſigns, into the ſaid Brew houſe with the Appurtenances, and all other the Premiſſes, to re-enter, and the ſame together with the ſaid Utenſils, and brewing Veſſels, and all other Implements in the ſaid Schedule ſpecified, to have again and repoſſeſs as in their former Eſtate: And the ſaid *W. W.* to expell, &c. theſe preſents, &c. And the ſaid *W. W.* covenanteth to and with the ſaid *J.* and *A.* their Executors, and Adminiſtrators, by theſe preſents, That he the ſaid *W. W.* his

Executors, Adminiſtrators, or Aſſigns, at their coſts and charges, at all times convenient, from time to time, from henceforth, for and during the ſaid term and terms wherein the ſaid *W.* &c. ſhall have &c. *Ut in reddendum:* ſhall and will, well and ſufficiently keep, maintain, and ſuſtain the ſaid Brew-houſe, and all the brewing Veſſels aforeſaid, mentioned in the ſaid Indented Schedule: and all other the Premiſſes, in and with all manner of needful reparations, when and ſo often as need ſhall require. And the ſame Brew houſe and all the brewing Veſſels, Utenſils, and Implements contained in the ſaid Schedules to theſe Indentures annexed, with all other the Premiſſes, ſo well and ſufficiently repaired, kept, and maintained in all things in the end of the firſt term above mentioned, or any ſooner determination thereof, ſhall leave and yield up. And the ſaid *W. W.* covenanteth, &c. that without the let, trouble or interruption of the ſaid *W. W.* his Executors, Adminiſtrators, or Aſſigns, or any of them, (ſo as he or they be reaſonably requeſted thereunto by the ſaid *I.* or *A.* or their Aſſigns,) it ſhall and may be lawful to and for the ſaid *I.* and *A.* and either of them, and their Aſſigns, and the Aſſigns of any of them, with the number of 3 perſons or under, with them or any of them, at two ſeveral times of every year, at their pleaſures, at any time between 8. of the clock in the morning, and 4. of the clock in the afternoon, to enter into the ſaid Brew-houſe and Tenements aforeſaid, and all other the Premiſſes, and into every part of the ſame, there to view and ſearch how the ſame and all the ſaid Implements and Utenſils have been repaired and kept. And that if upon ſuch view and ſearch, any lack of reparations ſhall be found in the Premiſſes, or in any part of them, or any of them which ſhall have need of amendment, and admonition then and there openly given and left in Writing by the ſaid *I.* or *A.* or their Aſſigns for the amendment thereof, that then he the ſaid *W. W.* his Executors or Aſſigns, at his or their, or ſome of their own charges, within 6. months next after every ſuch admonition, ſhall and will ſufficiently repair and amend every ſuch lack ſo found, and wherein warning ſhall be given, as aforeſaid. And alſo, that if it do fortune the ſaid *W.* his Executors, Adminiſtrators, or Aſſigns, upon ſuch admonition at any time ſo to be given as is aforeſaid, do not ſufficiently repair and amend every ſuch lack of Reparation, in or upon the Premiſſes, or any part thereof to be found and admoniſhed as is aforeſaid, within the ſaid ſpace of 6. months before expreſſed, that then the ſaid *I.* and *A.* his wife, or their Aſſigns, at the end of the ſaid 6. months before expreſſed, or at any time after, ſhall give advertiſement of all ſuch Defaults as then ſhall remain of the ſaid Reparations to the Wardens of the Company of *C.* of the City of *L.* and to the Wardens of the Company of *B.* of the ſame City for the time being, and that thereupon it ſhall be lawful to the ſaid Wardens, or to any 4. of them, whereof 2. to be *C.* and the other 2. to be *B.* to appoint Viewers at their diſcretion, to view and ſearch the ſaid Reparations, which the ſaid *I.* or *A.* or their Aſſigns from time to time, ſo often as any ſuch ſhall be to them given, and the ſaid parties for them, their Executors, and Adminiſtrators, do further accord and agree by theſe preſents, That the ſaid Wardens, or ſuch 4. of them as aforeſaid, ſhall have power and authority to appoint ſuch Viewers as aforeſaid, and that the

To Repair.

Lawful for the Leſſor to to view and give notice of any want of Repairs.

the Viewers by them from time to time by them to be appointed, ſhall have authority by theſe preſents to judge and determine of the ſaid defects according to the tenor and true meaning of theſe preſents. And the ſaid *W. W.* covenanteth, &c. That he the ſaid *W.* his Executors and Adminiſtrators ſo often as any ſuch advertiſement be given, ſhall, upon like requeſt to be made as is aforeſaid, peaceably and quietly permit and ſuffer the ſaid Viewers together with the ſaid *J.* and *A.* and their Aſſigns, or any of them, to enter into the ſaid Brew houſe, and other the Premiſſes, and there by the ſhewing or Demonſtration of the ſaid *J.* or *A.* or of their Aſſigns, or of the Aſſigns of any of them, to take and have plain and full view and ſurvey of all ſuch lacks of the ſaid Reparations left unrepaired upon the ſaid former admonition given by the ſaid *J.* or *A.* or their Aſſigns, or the Aſſigns of any of them: To the intent that the ſame Viewers from time to time ſo to be made as aforeſaid, by the ſaid Wardens, or ſuch 4. of them as aforeſaid, may leave behind them plainly expreſſed in Writing, what further Reparations ſhall then in their conſciences and indifferent Judgment be thought needful to be done upon the Premiſſes, or any part thereof, and that then if within the ſpace of other 6 months, next after every ſuch admonition laſt above mentioned to be given by ſuch Viewers aforeſaid by form aforeſaid, all ſuch Reparations whereof they ſhall ſo give admonition, ſhall not be done and finiſhed accordingly, That then a Re-entry, &c. and an expulſion of the Term, any thing, &c. And the ſaid *J.* and *A.* for themſelves their Executors, and Adminiſtrators do covenant, &c. in form, &c. That the ſaid *J. S.* and *A.* their Executors and Adminiſtrators, at their own proper coſts and charges, ſhall from time to time, and at all times, well and ſufficiently diſcharge, ſave and keep harmleſs as well the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, as alſo the ſaid Brew-houſe, and all other the Premiſſes by theſe preſents mentioned to be demiſed, with all and ſingular their Appurtenances, and every part and parcel thereof, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges and Incumbrances whatſoever, had, made, granted, done or knowledged by the ſaid *J.* or *A.* or by any other by their or any of their aſſent in any wiſe. And alſo ſhall ſave harmleſs the ſaid *W. W.* his Executors and Adminiſtrators, and the ſaid Brew houſe, &c. of and from all and all manner of quit-Rents, Annuities, and Rents-charges whatſoever, iſſuing or going out, or to be iſſuing or going out of the ſame or any part thereof, other then only the ſaid yearly Rent of 130 l. reſerved by theſe preſents yearly to be paid for the ſaid Brew-houſe and other the Premiſſes. And further, That the ſaid *J.* and *A.* their Executors, and Adminiſtrators, ſhall and will, from time to time, and at all times, ſave harmleſs the ſaid *W. W.* his Executors, Adminiſtrators, and Aſſigns, againſt the ſaid *H. L.* the Son, his Executors, Adminiſtrators, and Aſſigns, and againſt all other the children of the ſaid *H. L.* the Father, of and for the ſaid yearly Rent of 130 l. and of every part and parcel thereof, to be received by the ſaid *J.* or *A.* their Executors, Adminiſtrators, or Aſſigns. And that upon every payment made of the ſaid yearly Rent, or any part thereof to the ſaid *J.* or *A.* their Executors, or Aſſigns, by the ſaid *W. W.* his Executors or Aſſigns, according to the tenor and true meaning of theſe preſents: The ſaid *J.* or *A.* their Executors, or

If the premiſſes be not repaired within 6 months after notice, a re-entry.

The Leſſor to ſave the Leſſee and the Premiſſes harmleſs from all Incumbrances.

To give acquittances for the Rent.

Aſſigns, ſhall and will ſubſcribe to ſuch a reaſonable Writing, or Acquittance, as the ſaid *W.* his Executors, or Adminiſtrators, ſhall reaſonably require, for ſatisfying and declaring the receipt of the ſaid payment. And moreover, That he the ſaid *W.* his Executors or Aſſigns, by and under the payment of the ſaid yearly Rent of 130 l. in manner and form aforeſaid, and by and under the performance of all and ſingular the Covenants and Articles in theſe preſents contained on his and their part to be performed, according to the tenor & true meaning of theſe Indentures ſhall or lawfully may have, hold, & enjoy the ſaid Brew-houſe and the ſaid Tenements, with all and ſingular their Appurtenances, and alſo all the Brewing-Veſſels expreſſed and mentioned in the ſaid Schedule hereunto annexed, and all and every other the Premiſſes with the Appurtenances, and every part and parcel thereof, until the ſaid *H. L.* the Son ſhall accompliſh his full age of 21 years. And in caſe the ſaid ſecond demiſed intereſt into the ſaid Brew-houſe and Tenement, ſhall accrue to the ſaid *A.* by the ſaid Will and Teſtament, then the ſaid *W.* his Executors or Aſſigns, ſhall and may likewiſe have, hold, and enjoy the ſaid Brew-houſe and Tenements and every of them, without any lawful let, interruption, or eviction of the ſaid *J.* or *A.* or of their Aſſigns, or any other perſon or perſons, having, or which ſhall have or claim any eſtate, right, title, or intereſt of either of them in any wiſe. And furthermore, it is Covenanted, granted, concluded, condeſcended, and fully agreed by and between the ſaid parties to theſe preſents. And every of the ſaid parties for themſelves, their Executors, and Aſſigns, do by theſe preſents Covenant, grant, conclude, condeſcend, and agree, to and with the other of them, their Executors, and Adminiſtrators, That if it ſhall fortune at any time hereafter any manner of ſtriſe, variance or contention to ariſe betwixt the ſaid parties, their or any of their Executors, Adminiſtrators, or Aſſigns, or any of them, of, for, or upon any matter, cauſe or thing ſpecified or mentioned in the Indentures, or for or upon any matter or thing to ariſe or grow thereof (other than for non-payment of the ſaid yearly Rent of 130 l.) That then the ſaid parties and every of them, before any Suit in Law be taken, commenced, or proſecuted by them or any of them, of, for, and upon any Article, clauſe, or agreement in theſe preſents declared, as is aforeſaid, ſhall firſt therein from time to time ſtand to, abide, obey, and perform, all and every ſuch Decree, Order and Judgment, Decrees, Orders, and Judgments, as from time to time, and at any time, ſhall be made and given up by the ſaid Wardens of the Company of C. of the ſaid City of *L.* and the Wardens of the Company of B. of the ſame City for the time being, or by any four of them, ſo as two be C. and the other two B. and ſo as the ſaid Wardens or ſuch four of them as aforeſaid, from time to time, upon any complaint to them made by the ſaid parties, or by any of them, do make and publiſh their Decree, Order and Judgment, in the Premiſſes, within the ſpace of two months next after ſuch complaint to them made. And if the ſaid Wardens in form and time aforeſaid, make no Order or Decree as is aforeſaid, Then they or either of them at their pleaſures, ſhall and may take their remedy by Law againſt one another, any thing in theſe preſents to the contrary notwithſtanding. In Witneſs, &c.

Quiet enjoyment.

If any difference ariſe to ſtand to the Award of the Wardens of the Company of C.

If they make no Award, to take their remedy at Law.

A Leaſe of a Houſe in the Country in Reverſion, with Covenant to pay Herriots.

THis Indenture, &c. Between *H. H.* of *H.* in the County of *S.* Gent. and *E.* his wife of the one part, and *W. W.* of *M.* in the ſaid County H. of the other part, Witneſſeth, That whereas the ſaid *H.* and *E.* together with one *T. H.* Father of the ſaid *H.* deceaſed, for a certain ſum of money to them by the ſaid *W. W.* before-hand paid, by their Indenture bearing date, &c. did Demiſe, Grant, Set, and to farm let, unto the ſaid *W. W.* all that their Meſſuage or Tenement, with all Edifices and Buildings thereunto belonging, together with all Lands, Meadows, Leaſowes and Paſtures, Commons of Paſture, Commodities and Feedings to the ſaid Meſſuage or Tenement belonging or appertaining, with all and ſingular their Appurtenances, ſcituate, lying and being in the Town and Fields of *M.* aforeſaid, in the County aforeſaid, and then in the Tenure and Occupation of the ſaid *W. W.* To have and to hold the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, Commons, Commodities and Feedings, and all other the Premiſſes, with their Appurtenances, unto the ſaid *W. W.* his Executors and Aſſigns, from the Feaſt of the Purification, &c. laſt paſt, before the date of the ſaid Indenture, unto the full end and term of 24 years, from thenceforth next and immediately enſuing, fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term to the ſaid *H. H.* and *E.* his wife, or to one of them, or to their Heirs 20 s. of lawful money of, &c. as in the ſaid Indenture is contained at large: And now the ſaid *H. H.* and *E.* his wife, of one aſſent and conſent, for, and in conſideration of the ſum of 20 l. of currant money, &c. to the ſaid *H.* and *E.* by the ſaid *W. W.* before, and at the enſealing hereof, well and truly contented and paid for, and in the name of a Fine, whereof the ſaid *H.* and *E.* and either of them, do knowledge themſelves to be fully ſatisfied and paid. And the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, thereof to be acquitted, exonerated, and diſcharged by theſe Preſents: Have demiſed, granted, ſet, and to farm lett, and by theſe preſents, &c. unto the ſaid *W. W.* all the foreſaid Meſſuage or Tenement, Edifices, Buildings, with all Lands, Meadows, Leaſowes, Commons of Paſture, to the ſaid Meſſuage or Tenement belonging, with all other the Premiſſes, and their Appurtenances, ſcituate, lying, and being in the Town and Fields of *M.* aforeſaid in the ſaid County, in as large and ample manner as the ſaid *W. W.* heretofore hath occupied the ſame. To have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, Commons, Commodities, and all other the Premiſſes, and every part thereof, with the Appurtenances, to the ſaid *W. W.* his Executors or Aſſigns, from the end and expiration of the foreſaid Indenture. That is to wit, from the Feaſt of the Purification, &c. which ſhall be in the year of our Lord God, one thouſand,

Recital of the former Leaſe.

Demiſe in Reverſion.

Habend.

ſand, &c. unto the full end and term of 21 years then next enſuing, to be fully compleated and ended: Yielding and paying yearly, therefore during the ſaid term to the ſaid *H. H.* and *E.* his wife, or to any of them, their Heirs or Aſſigns, the ſum of 23 *s.* of, &c. at two Feaſts in the year uſual, That is to ſay, at the Feaſts of the Annun. &c. and St. *M.* &c. by even portions. And if it happen the ſaid yearly Rent of 23 *s.* to be behind, and unpaid in part, or in all, by the ſpace of one Month, after either of the ſaid payable Feaſts wherein it ought to be paid, being lawfully demanded, and by all that time, no ſufficient diſtreſs can be found upon the Premiſſes; then it ſhall be lawful for the ſaid *H.* and *E.* or their Heirs, into the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, and all other the Premiſſes, with the Appurtenances, to re-enter and the ſame to repoſſeſs and have again as in their former eſtate. And the ſaid *W. W.* his Executors and Aſſigns, and all other Occupiers of the ſame to avoid, expel, and put out: Theſe Indentures, or any thing therein contained to the contrary notwithſtanding. And the ſaid *W. W.* doth covenant and grant for him, his Executors and Aſſigns, to, and with the ſaid *H. H.* and *E.* his wife, the ſaid Meſſuage or Tenement, and all Edifices and Buildings to the ſame belonging, ſufficiently to repair, maintain, and ſuſtain, together with all Hedges and Ditches, in, and about the ſaid Lands, during all the ſaid term, upon his own proper Coſts and Charges: And at the end of the ſaid term, the ſaid Buildings, Hedges and Ditches, ſufficiently repaired, ſhall yield, and give up. And alſo, the ſaid *W. W.* his Executors or Aſſigns, ſhall pay to the ſaid *H.* and *E.* or their Heirs, at the death of every perſon dying Tenant, in, and upon the Premiſſes, during the ſaid term, his or their beſt Beaſt in the name of an *Herriot*. And alſo, the ſaid *W. W.* doth Covenant and Grant to and with the ſaid *H.* and *E.* that he the ſaid *W. W.* ſhall not at any time hereafter, during the ſaid term, bargain, ſell, or aſſign his intereſt or term of years, of, in, and to the ſaid Meſſuage, and other the Premiſſes, with the Appurtenances, to any perſon or perſons, other then to his Wife, or to one of his Sons, without the ſpecial Licence of the ſaid *H.* and *E.* his Wife, or their Heirs, upon pain of forfeiting his or their Eſtate. And that the ſaid *W. W.* his Executors or Aſſigns, during all the ſaid term, ſhall yearly pay all chief Rents, and all other ſervices due, or to be due, to any perſon or perſons out of the ſaid Meſſuage or Tenement, and other the Premiſſes. Moreover the ſaid *H. H.* and *E.* his wife, do Covenant and Grant for them and their Heirs, to, and with the ſaid *W. W.* his Executors or Aſſigns, That it ſhall be lawful to the ſaid *W. W.* his Executors or Aſſigns, during all the ſaid term, to have, take, hew, and carry away ſufficient Houſe-boot, Hey-boot, Fire-boot, and Plough-boot, in and upon the Premiſſes, growing or being, doing not wilfull Waſte. Provided alwayes, that the ſaid *W. W.* his Executors or Aſſigns, ſhall not fell, nor hew any Oak by the But, nor cut off the top of any Oak growing in *Sage lee*, during the ſaid term, without the conſent and licence of the ſaid *H.* and *E.*: And alſo, the ſaid *W. W.* doth Covenant and Grant, That his Son, to whom he ſhall aſſign the Premiſſes, with this Indenture, ſhall not aſſign his intereſt in and to the Premiſſes to any perſon or perſons, but to his Wife, as long as ſhe remained Widdow

Reddend.

For repoſſeſſion upon non-payment.

Covenant for reparation.

And repaired to yield up.

To pay the Herriot at the death of any Tenant.

Leſſee not to ſell his Intereſt without Licence

Tenant to pay quit-Rents.

Tenant to have Houſe-boot, and Fire-boot, &c.

Condition for not cutting or topping the Oaks

wisdom, without the conſent and licence of the ſaid *H.* and *E.* and their Heirs, upon pain of forfeiting their Eſtate: And the ſaid *H.* and *E.* do Covenant and Grant, for them and their Heirs, to, and with the ſaid *VV. VV.* his Executors and Aſſigns, That the ſaid *VV. VV.* his Executors and Aſſigns, during all the ſaid term, ſhall peaceably and quietly, have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, Lands, Meadowes, Leaſowes and Paſtures, with all and ſingular their Appurtenances, in manner and form above written, without lett, interruption or gain-ſaying of the ſaid *H.* and *E.* his Wife, or their Heirs, or of any other perſon or perſons claiming in their name or names, intereſt, or behalf: In witneſs, &c. *Covenant for enjoyment.*

H. H. bound to *VV. VV.* in 50 l. for performance of Covenants.

W. W. by his VVill, dated, &c. after divers Legacies, concludeth and finiſheth thus, viz. The reſidue of all my Goods, Cattels, Debts and Leaſes unbequeathed, my Debts paid, and Funeral diſcharged, I give wholly unto the foreſaid J. W. *of* W. *in the Pariſh of* B. *whom I make my full and whole Executor.* In witneſs, &c.

A Leaſe of a Garden for 1000 *years, with Covenant to convey over the Fee-ſimple of the Premiſſes to the Leſſee, or his Heirs, if they require it.*

THis Indenture, &c. Between *M. B.* Cit. and G. of *L.* on the one part, and *H. W.* of the City of *L.* aforeſaid, Son of *W. VV.* Cit. and P. of the ſame City, on the other part: Witneſſeth, That the ſaid *M. B.* for, and in conſideration of the ſum of 45 l. of, &c. whereof, &c. Hath given, granted, demiſed, betaken, and to farm-letten, and by theſe preſents, &c. unto the ſaid *H. VV.* his Executors and Aſſigns, all that Garden, and Garden-Ground, and the Lodge therein builded, and the one half of the Well in the Weſt end thereof, and all Buildings within the ſame Garden, and all the Hedges, Fences, and Incloſures thereof, with all and ſingular the Appurtenances and Commodities thereof, now being in the proper holding and occupation of the ſaid *VV. VV.* ſituate, lying, and being on the Weſt ſide of *M.* without M. of the City of *L.* between *M.* aforeſaid, on the South ſide, and the Garden in the holding, &c. on the North-ſide, and doth contain in length by the North ſide, from Eaſt to Weſt, 128 Foot of aſſize, and by the South ſide in length aforeſaid, 113 Foot of aſſize, and in breadth, &c. To have and to hold the ſaid Garden, and Garden-ground, and the Lodge, Buildings, Hedges, Fences, and Commodities thereof aforeſaid, with all and ſingular their Appurtenances, to the ſaid *VV. VV.* his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, by, and during all the whole *Habend.*

term.

Reddend. term of 1000 years, from thence next following, and fully to be complete and ended, without impeachment of any manner of Waſte, yielding and paying therefore yearly to the ſaid *M.* and his Heirs, one ſilver penny in the Feaſt of All Saints (if it be asked.) *Covenant for Seiſure in fee.* And the ſaid *M. B.* for him, his Heirs, Executors and Adminiſtrators, and every of them, covenanteth and granteth, to, and with the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, in manner and form following, That is to ſay, That he the ſaid *M. B.* now at the enſealing and delivery of theſe preſents, is by good and ſure Title in the Law, lawfully and ſolely ſeiſed of the ſaid Garden, and all other the above demiſed Premiſſes, in his Demeſne, as of Fee-ſimple, without any limitation of Uſe, Defeazance, Mortgage or Condition, to, and for the only uſe of the ſaid *M.* and his Heirs for ever. *And power to aſſure the Premiſſes.* And that he the ſaid *M. B.* hath good Right, and lawful Power and Authority, to give, grant, demiſe, and aſſure all the ſaid Garden, and Garden-ground, and all and every other the Premiſſes above demiſed to the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, in manner and form aforeſaid. *Diſcharge of Incumbrances.* And that the ſaid Garden and Premiſſes now are, and from henceforth from time to time, and at all times, unto the end of the ſaid term, ſhall be, and continue unto the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, free and clearly diſcharged and acquitted, or otherwiſe by the ſaid *M.* and his Heirs ſaved harmleſs, of, and from all and ſingular former Gifts, Grants, Bargains, Sales, Leaſes, Statutes, Recognizances, Annuities, Fees, Joyntures, Dowers, Entails, Fines, Amerciaments, Fines for alienation, and Licence of alienation, Intruſions, and other Eſtates, Titles, and Incumbrances whatſoever, had, made, done, or ſuffered by the ſaid *M. B.* or Sir *M. B.* Knight, his Father deceaſed, or *T. B.* his Brother, Son and Heir of the ſaid Sir *M.* or by any other perſon or perſons, claiming or having any Eſtate, Title or Intereſt, in or to the ſaid Garden, or any other the Premiſſes, by, from, or under the ſaid *M. B.* and Sir *M. B.* Knight, and *T. B.* or any of them. (The chief Rents from henceforth to be due to the chief Lord, or Lords of the Fee): *Except a Leaſe* And one Leaſe made and granted of the ſaid Garden, by the ſaid Sir *M. B.* to *A. B.* by Indenture, bearing date, &c. (only except and foreprized.) *For enjoyance.* And moreover, the ſaid *M.* covenanteth, &c. That he the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, from henceforth unto the end of all the ſaid term of 1000 years, ſhall or lawfully may not only have, hold, occupy, and poſſeſs all the ſaid Garden, and Garden-ground, and all and every other the above demiſed Premiſſes: But alſo ſhall or may lawfully have, take, perceive, receive, and enjoy all the Iſſues, Profits, Rents, Revenews, and Commodities thereof, and of every part and parcel thereof, without any lett, moleſtation, interruption, or reſiſtance of or by the ſaid *M. B.* or his Heirs, or of, or by any other perſon or perſons, which ſhall have or make any Title in or to the ſaid Garden and Premiſſes, or any part thereof, by, from, or under the ſaid Sir *M. B.* Knight, *T. B.* and *M. B.* or by, from, or under them, or any of them, or by, or through any Act or Acts, Thing or Things, done, or occaſioned by them, or any of them, the ſaid former Leaſe made to the ſaid *A.* by Indenture, as is aforeſaid, only except. And further, that if at any time hereafter, the ſaid *W. W.* or his Heirs, ſhall

ſhall require the ſaid *M. B.* or his Heirs, to convey and aſſure the ſaid Garden and Garden-ground, and all other the above demiſed Premiſſes, with their Appurtenances unto the ſaid *W.* or to his Heirs, or to any other perſon or perſons, or their Heirs in Fee-ſimple, that then, upon ſuch requeſt made, the ſaid *M. B.* and his Heirs, at the Coſts and Charges in the Law of the ſaid *W.* or of his Heirs, ſhall make, do, knowledge, and finiſh and ſuffer to be done, all and every ſuch Act and Acts, Conveyance and Conveyances, Aſſurance and Aſſurances, for the conveyance and aſſurance in the Law of all the ſaid Garden, and Garden-ground, and other the above demiſed Premiſſes in Fee-ſimple to the ſaid *W.* and his Heirs, or to any other perſon or perſons, and their Heirs, therefore to be named by the ſaid *W. W.* or his Heirs, or to ſuch Uſe and Uſes, and in ſuch manner and form, as by the ſaid *W.* or his Heirs, or by his or their Learned Council, ſhall be lawfully and reaſonably deviſed and appointed, ſo as it be with warranty only of the ſaid *M. B.* and of his Heirs, againſt him and them, and his and their Heirs, and no further. And that then at the time of ſuch Conveyance and Aſſurance making thereof, the ſaid Garden and Premiſſes ſhall be, and from henceforth continue, clear and free from all former Grants, Bargains, Sales, and Incumbrances whatſoever, made, done, or ſuffered, or to be made, done, or ſuffered by the ſaid Sir *M. B.* Knight, *M. B.* and *T. B.* or any of them, or by any other perſon or perſons, by or under their Eſtate, or Eſtate of any of them, this preſent Leaſe, and the other former Leaſe above ſpecified and excepted, only excepted and forepriſed. In witneſs, &c.

A Leaſe of Land for 500 *years for Aſſurance of payment of a ſum of money, with Covenants for Atturnment of the Tenants of the Premiſſes, and for the aſſuring of Land to the Leſſee and his Heirs for ever, and Requeſt if breach of payment be made,* &c. *A Leaſe deviſed to avoid Bargain, Livery, and Enrolling,* &c.

THis Indenture, &c. Between the Right Honourable *H.* Earl of *H.* Lord *H.* &c. on the one part, and *H. B.* H. of &c. on the other part, Witneſſeth, That the ſaid Earl for, and in conſideration of the ſum of 2650 l. of &c. whereof &c. hath Demiſed, &c. all and ſingular thoſe Mannors of *S. M. H. C.* and *H.* in the County of *S.* with all and ſingular their Appurtenances whatſoever, and all and ſingular thoſe Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances in the ſaid County of *S.* commonly called or known by the ſeveral names of *S. M. H. C.* and *H.* and all and ſingular Lands, Tenements, Rents, Reverſions, Services, Profits and other Hereditaments to the ſaid Mannors and Lordſhips, and other the Premiſſes, or to any of them belonging, or in any wiſe appertaining, or occupied, uſed, demiſed, or Leaſed, as part, parcel, or member of the ſame, or

any

any of them, or reputed, taken, counted, or known as any parcel, or member of them, or any of them, and all and ſingular other Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid Earl, with their Appurtenances, ſcituate, lying, being, coming, growing, or renewing, of or in the Towns, Pariſhes, Hamlets and Fields of *S. M. H. C.* and *H.* in the ſaid County of *S.* and the Reverſion and Reverſions of all and ſingular the Premiſſes; and all and ſingular Rents and Profits whatſoever, incident unto the ſame Reverſion and Reverſions. *Habend.* To have and to hold, &c. unto the ſaid *H. B.* his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe Preſents, unto the end and term, and for and during all the term of 500 years, from thence, &c. and fully to be compleat and ended, under the condition hereafter in theſe preſents mentioned and declared. *Owner in Fee.* And the ſaid Earl for himſelf, his Heirs, Executors, &c. doth Covenant, &c. in form, &c. That he the ſaid Earl, now is the very true, ſole, and lawful Owner of the Fee and Inheritance of all and ſingular the Premiſſes, and thereof, and of every part thereof now is, and ſtandeth ſolely and lawfully ſeiſed, of a good, ſure, perfect, and abſolute Eſtate in the Law in Fee-ſimple, to the only uſe of the ſaid Earl, and of his Heirs and Aſſigns, for ever, abſolutely without any Defeazance, Condition, or Mortgage, and that of ſuch Eſtate he the ſaid Earl hath good right, and lawful authority, to Grant, Leaſe and Demiſe all and ſingular the Premiſſes, with their Appurtenances to the ſaid *H. B.* his Executors, Adminiſtrators, and Aſſigns, in manner and form aforeſaid. *Authority to lett.* And that all and ſingular the ſame Premiſſes, at the enſealing and delivery of theſe Preſents, are, and at all times hereafter, for and during the ſaid term of, &c. under the condition hereafter in theſe preſents expreſſed, ſhall be diſcharged, acquitted, or otherwiſe by the ſaid Earl, his Heirs, Executors or Adminiſtrators, at all times, as well and ſufficiently ſaved harmleſs of, and from all and ſingular former Bargains, Sales, Leaſes, Grants, Statutes, Recognizances, Eſtates, Titles, Charges, and Incumbrances whatſoever, the chief Rents and Services, &c. and all Leaſes not exceeding three Lives, or 21 years, and all Eſtates by Copy of Court-Roll made by the ſaid Earl of the ſaid Manors, Lordſhips, and other the Premiſſes, or any part thereof, whereupon the old uſual yearly Rents, or more are reſerved, yearly to be paid, during the ſaid Leaſes and Eſtates, only except and foreprized. *Diſcharge of Incumbrances.* And alſo, that he the ſaid *H. B.* his Executors and Aſſigns, during all the ſaid term of, &c. upon and under the Condition aforeſaid, ſhall, or may have, hold, occupy, and enjoy all the ſaid Mannors, &c. and all and ſingular other the Premiſſes, and the Rents, Iſſues, and Profits thereof to their own uſe, ſhall or may lawfully perceive, receive, and take without any Lett or Interruption of any other perſon or perſons whatſoever, except before excepted. *Enjoyance.* And further, that the Premiſſes by theſe Preſents, mentioned to be demiſed, now are, and from henceforth, for, and during all the ſaid term of, &c. ſhall or may continue, remain, and be to the ſaid *H. B.* his Executors, Adminiſtrators and Aſſigns, under the Condition aforeſaid, of the full and clear yearly value of 70 l. of, &c. or above, over and beyond all Charges whatſoever. *Yearly Rent.* Provided always, That if the ſaid Earl, his Heirs, Executors, &c. do pay, &c. to the ſaid *H. B.* &c. at the Houſe, *Proviſo.*

&c.

&c. the ſum of 2650 l. of, &c. in manner and form, &c. That is to ſay, on the 25th of *Auguſt*, &c. next, &c. 1050 thereof (and ever after 400 l. till the whole be paid), That then, and from thenceforth theſe preſents, and the Leaſe, Demiſe, and Grant thereby made of all and ſingular the ſaid Premiſſes, and all the Covenants therein contained, and all Bonds and Statutes, made, or to be made, for, or concerning the performance of the Covenants herein contained, or any of them, ſhall be utterly void, and of none effect. And then alſo, and from thenceforth it ſhall and may be lawful to and for the ſaid E. his Heirs, &c. to re enter, &c. and the ſame to have again, &c. as in his and their former eſtate. Theſe Preſents, &c. And the ſaid Earl covenanteth, &c. That he the ſaid Earl, within the ſpace of ſeven months, next enſuing the date hereof, ſhall and will procure and cauſe, that all and every the Tenants, Farmers and Occupiers, of all and ſingular the ſaid Manors and Lordſhips, and other the Premiſſes, with their Appurtenances, and of every, or any part thereof, do, and ſhall every of them, for his particular Eſtate, attorn and become Tenants upon this Demiſe, and Leaſe unto the ſaid *H. B.* his Executors or Aſſigns, under the Condition aforeſaid, for payment of their ſeveral Rents therefore unto the ſaid *H. B.* his Executors and Aſſigns; and alſo that if Default be made of, or in payment of the ſaid Sum of &c. or any part thereof, to the ſaid *H. B.* his Executors or Adminiſtrators, contrary to the form aforeſaid, that then at all times, during three years next after ſuch Default made, the ſaid Earl, and the Right Honourable Counteſs *K.* now his wife, and all and every other perſon and perſons, having or lawfully claiming any Eſtate in the Premiſſes, or any part thereof, by, from, or under the ſaid Earl, or any of his Anceſtors (other then onely ſuch Leaſers and Copyholders as aforeſaid, for their Eſtates and Intereſts before excepted) at, and upon the reaſonable Requeſt, and at the Coſts and Charges in the Law only of the ſaid *H.* his Executors or Aſſigns, ſhall and will do, make, knowledge, and ſuffer and cauſe, &c. all and every ſuch lawful and reaſonable Act and Acts, Thing and Things in the Law, either for the further and better confirmation and aſſurance of this preſent Demiſe and Leaſe, or elſe for the clear and abſolute conveying of the Fee and Inheritance of all and ſingular the Premiſſes, with their Appurtenances, to the ſaid *H. B.* his Heirs and Aſſigns for ever abſolutely without any condition, as by the ſaid *H* his Heirs or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed. Nevertheleſs, the ſaid Earl, or any other perſon, to make any ſuch Aſſurance or Conveyance, ſhal not be required or compelled for the making thereof to travel above three miles diſtance from the place, where they ſo required ſhall be, when ſuch Requeſt to them ſhall be made. In witneſs, &c.

Tenants to attorn.

A

A Leaſe of a Wind-Mill.

THis Indenture made &c. Between *H. E.* of *M.* of the one part, and *T. P.* of *K.* in the County of *H.* Yeoman, of the other part, Witneſſeth, That the ſaid *H. E.* as well for and in conſideration of the yearly Rent hereafter in and by theſe Preſents reſerved, as for divers other good cauſes and conſiderations, the ſaid *E.* thereunto eſpecially moving, hath demiſed, granted, ſet, and to Farm-letten, and by theſe preſents doth demiſe, grant, ſet, and to Farm let unto the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, all that piece and parcel of ground, lying and being in *N.* Field, within the Pariſh of *K.* aforeſaid. And all that the Mill, called *K.* or *N.* Wind-Mill, ſcituate, ſtanding or being in or upon the ſaid piece or parcel of ground, together with all and all manner of going and running Geers, belonging and uſed to and with the ſame Mill. And alſo all and all manner of other Goods and Chattels, Utenſils, Implements, and Toolls whatſoever, of him the ſaid *H. E.* now ſtanding, remaining, or being, of, in, or upon the ſame piece or parcel of ground, or within or upon the ſame Wind-Mill: All which now are more particularly ſet down and expreſſed in a Schedule indented, to theſe Preſents annexed: Together with all wayes, paſſages, and common ule of paſſing to and from the ſaid Wind-Mill, heretofore uſually accuſtomed and enjoyed, with all and every the Appurtenances. To have and to hold the ſaid piece and parcel of Ground, Wind-Mill, and all and ſingular the before-mentioned Premiſſes, with their and every of their Appurtenances, unto the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, from &c. for and during, and until the full end and term of &c. from thence next enſuing, and fully to be compleat, finiſhed, and ended, yielding and paying therefore yearly, during the ſaid term, unto the ſaid *H. E.* his Heirs and Aſſigns, the ſum of &c. of good and lawful money of *England*, at the &c. by even and equal portions. And if it ſhall happen the ſaid yearly Rent of &c. to be behind or unpaid, in part, or in all, by the ſpace of &c. dayes next after any of the ſaid Feaſt-dayes of payment, wherein the ſame ought to be paid as aforeſaid, being lawfully demanded, that then it ſhall and may be lawful to and for the ſaid *H. E.* his Heirs and Aſſigns, into the ſaid piece or parcel of Ground and Wind-Mill, and other the Premiſſes, to enter and diſtrain, and the Diſtreſs and Diſtreſſes ſo had and taken, to bear and carry away, and the ſame to with hold and keep, until the ſaid *H. E.* his Heirs and Aſſigns, ſhall of the ſame Rent, and of every part and parcel thereof, with the Arrearages thereof (if any happen to be) be fully ſatisfied, contented, and paid. And the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will at all times needful, during the ſaid term, grant

grind to and for the ſaid *H. E.* his Houſhold and Family, all ſuch Grain of Wheat, Rye, and Barley, as ſhall be by the Servants or Aſſigns of the ſaid *H. E.* brought to the ſaid Mill, and ſpent for the convenient maintenance of him the ſaid *H. E.* his Houſhold and Family, if the ſaid *H. E.* &c. ſhall ſo long dwell and inhabit in *K.* aforeſaid, and the ſame Grain ſhall grind without any delay, and ſo ſoon as the ſame may be conveniently ground by the ſaid Wind-Mill, and that without claiming or taking any manner of Toll or Cuſtome for the ſame, the Grieſt of Grain not exceeding ſix Buſhels weekly. And the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *T. P.* and his Aſſigns, ſhall and will, for and during all the aforeſaid term, at all times, when and as often as need ſhall require, at his and their own proper coſts and charges, well and ſufficiently amend, maintain, and keep in repair, the ſaid Wind-Mill, and every part thereof, with all manner of needful and neceſſary Reparations, the ſaid *H. E.* his Heirs and Aſſigns, finding, providing, and allowing, all ſuch, and ſo much greater Timber, as ſhall be meet and convenient for the upholding, repairing, and amending of the ſame Mill: As alſo bringing the ſaid Timber to the ſaid Mill, at all times when need ſhall be, for amending of the ſame. All which the ſaid *H. E.* his Heirs and Aſſigns, do covenant and grant, to and with the ſaid *T. P.* his Heirs and Aſſigns, to do, fulfil, and perform. And the ſaid *H. E.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, That if it ſhall fortune at any time within the ſaid term (which God forbid) that the ſaid Wind-Mill, by violence of Weather or Tempeſt, to be overthrown, or by any other caſualty to periſh, And that not by the careleſneſs or negligence of the ſaid *T. P.* his Executors or Aſſigns, that then the ſaid *H. E.* his Heirs or Aſſigns, ſhall and will at his and their own proper coſts and charges, within &c. next after ſuch overthrow, or other caſualty, erect, re-edifie, and build again the ſaid Wind-Mill, and place the ſame within the ſaid compaſs of the ſame ground whereon it now ſtandeth, to the uſe of the ſaid *T. P.* his Executors and Aſſigns. And the ſaid *T. P.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs and Aſſigns, by theſe preſents, That if it ſhall fortune the ſaid Wind-Mill, by violence of Weather, or otherwiſe to be overthrown or periſh, and that by the negligence and careleſneſs of the ſaid *T. P.* his Executors or Aſſigns, that then the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will, before the end of &c. next after ſuch overthrow, or other caſualty, erect, re-edifie, and build again the ſaid Wind-Mill, and place the ſame where now it ſtandeth, at his and their own proper coſts and charges, he the ſaid *H. E.* finding, providing, and allowing ſuch and ſo much Timber, of all ſorts needful, as will ſerve for the re-edifying and building the ſame again, the ſaid *T. P.* being allowed all the Chips, and of all Wood thereof, for and towards his charge of the ſame. And further, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will, at the end of the ſaid term of years

hereby granted, leave and yield up the ſaid Wind-Mill in good and ſufficient repair, together with ſuch Implements, Utenſils, Tools, and going or running Geers, belonging to or uſed with the ſame Mill, and of ſo good value and price, as they be now valued at, as appeareth in the Schedule to theſe Preſents annexed, as ſhall be adjudged meet, by the judgment of two indifferent men to be choſen by the ſaid parties, equally to view and value the ſame. Provided always, and it is nevertheleſs covenanted, granted, condeſcended, and agreed, by and between the ſaid parties to theſe preſents, that if it ſhall happen the ſaid Implements, Utenſils, Tools, or running Geers, in the ſaid Schedule expreſſed, not to be found by the ſaid two men to be of ſo good value at the end of the ſaid term, as they now are rated at, that then he the ſaid *T. P.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will content and pay unto the ſaid *H. E.* his Heirs or Aſſigns, ſo much lawful money, as the ſaid Implements, Utenſils, Tools, and running Geers, ſhall be leſs worth, then they are in the ſaid Schedule valued: Or if it ſhall happen the ſaid Implements, Utenſils, Tools, or running Geers, to be found by the ſaid two men, to be of better value, then they are now expreſſed in the ſaid Schedule to be of, that then the ſaid *H. E.* his Heirs or Aſſigns, ſhall and will content and pay unto the ſaid *T. P.* his Executors or Aſſigns, ſo much lawful money, as the ſame Goods ſhall be better worth by the judgment of the ſame two men. And the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs and Aſſigns, that he the ſaid *T. P.* his Executors, Adminiſtrators, nor Aſſigns, ſhall or will demiſe, let, or ſet the ſaid piece of Ground or Wind Mill, or any part thereof, to any perſon or perſons, during the ſaid term, without the conſent of the ſaid *H. E.* his Heirs or Aſſigns, firſt had and obtained in writing. And the ſaid *H. E.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may, at all times hereafter, and from time to time, during the ſaid term, for and under the yearly Rent, Covenants, Reſervations, and Agreements above ſpecified, peaceably and quietly, have, hold, occupy, poſſeſs, and enjoy the ſaid piece or parcel of Ground, Wind-Mill, and other the above demiſed Premiſſes, with their and every of their Appurtenances, without any lawful let, trouble, denial, expulſion, eviction, incumbrance, or interruption, of, or by the ſaid *H. E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming from, by, or under him, them, or any of them. In witneſs, &c.

A

A Leaſe of a Houſe in London, *by a Man and his Wife, who have two parts thereof in the Wife's Right during her life, and by the Son of the Woman, who hath the third part thereof in Fee, and the Reverſion of the other two parts, after the Womans deceaſe.*

THis Indenture *Tripartite* made &c. Between *R. S.* of *A.* in the County of *H.* Gent. and *C.* now his Wife, and late the Wife of *E. J.* late of *A.* aforeſaid Eſq, deceaſed, on the firſt part, and *B. J.* of *A.* aforeſaid Gent. Son and Heir apparant of the ſaid *E. J.* on the ſecond part, and *J. P.* Cit. and *J.* of *L.* on the third part, Witneſſeth, That whereas the ſaid *R. S.* and *C.* his Wife, are lawfully ſeized in their Demeſne as of Free-hold, in the Right of the ſaid *C.* for and during the natural life of the ſaid *C.* of and in two parts, in three parts to be divided, of all that Meſſuage or Tenement, with the Appurtenances ſomtimes called or known by the name of *O.* houſe, late in the Tenure of &c. and now in the Tenure of the ſaid *J. P.* or his Aſſigns, ſcituate &c. in *T.* ſtreet, on the North ſide of the ſame ſtreet, againſt the Capital Manſion-houſe called *B.* Caſtle, in the Pariſh of St. *B. alias B.* nigh unto *P.* Wharf, within the City of *L.* and of all Shops, Cellars, Chambers, Rooms, Yards, Gardens, Back-ſides, and other Commodities and Appurtenances whatſoever, to and with the ſaid Meſſuage or Tenement, now or heretofore uſed, demiſed, let, ſet, occupied, and belonging, or in any wiſe appertaining, which ſaid Meſſuage or Tenement, with the Appurtenances ſomtime called &c. doth abut &c. And where alſo the ſaid *B. J.* is lawfully ſeized in his Demeſne as of Fee, of and in the third part of the ſaid Meſſuage or Tenement, with the Appurtenances, ſomtime called &c. and of all Shops &c. And is alſo ſeized as of Fee and Right, of and in the Reverſion or Remainder of the ſaid two parts of the ſaid Meſſuage or Tenement, with the Appurtenances, ſomtime called or known by the name of &c. and of all other the Premiſſes, with their Appurtenances, immediately after the Death and Deceaſe of the ſaid *C. S.* his Mother. Now the ſaid *R. S.* and *C.* his Wife, for and in conſideration of the Sum of 100 l. of &c. to them in hand &c. whereof &c. have demiſed &c. and by theſe preſents do demiſe &c. unto the ſaid *J. P.* all thoſe their ſaid two parts of the ſaid Meſſuage or Tenement, with the Appurtenances ſomtime called &c. And of all and ſingular Shops, &c. To have and to hold the ſaid two parts in three parts, to be devided of the ſaid Meſſuage or Tenement, with the Appurtenances, and of all the ſaid Shops &c. to the ſaid *J. P.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt of the Birth &c. laſt paſt &c. unto the end and term of 21 years from thence &c. and fully to be compleat and ended, if the ſaid *C.* ſhall happen ſo long to live, yielding and paying therefore yearly to the ſaid *R.* and *C.* and to the ſaid *C.* if ſhe happen to ſurvive the ſaid *R.* during ſo many

Recital of the Husband and Wives Free-hold Eſtate in two parts.

Recital of the ſons ſeiſure in Fee of the third part preſently, and of the two parts in Reverſion after the Womans deceaſe

Demiſe by the Man and Wife of their two parts for 21. years, if the Woman ſo long live.

Reddend.

Demiſe by the ſon of a third part, and the Reverſion of the other two parts.

many years of the ſaid term of 21 years, as ſhe the ſaid *C.* ſhall happen to live, 53 *s.* 4 *d.* of &c. at four Feaſts &c. by even portions. And the ſaid *B. J.* for and in conſideration of the Sum of &c. whereof &c. hath &c. and by theſe preſents doth &c. unto the ſaid *J. P.* all that his third part of the ſaid Meſſuage or Tenement, with the Appurtenances, and of all and ſingular other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, of the ſaid two parts of the ſame Meſſuage or Tenement, and of all and ſingular other the Premiſſes, with their Appurtenances, before by theſe preſents mentioned, to be by the ſaid *R.* and *C.* demiſed to the ſaid *J. P.* To have and to hold the ſaid third part of the Meſſuage or Tenement, with the Appurtenances, and of all and ſingular other the Premiſſes, with their Appurtenances, to the ſaid *J. P.* his Executors &c. from the Feaſt of the Birth &c. laſt &c. unto the end and term of 21 years from thence, &c. and fully to be compleat and ended. And to have and to hold the ſaid Reverſion and Reverſions, Remainder and Remainders of the ſaid two parts of the ſaid Meſſuage or Tenement, with the Appurtenances, and of all and every other the Premiſſes, with their Appurtenances, unto the ſaid *J. P.* his Executors, &c. immediately after the death of the ſaid *C.* until the end and term of the ſaid 21 years next enſuing from of the Feaſt of the Birth &c. laſt &c. yielding and paying therefore yearly to the ſaid *B. J.* his Heirs and Aſſigns, during the life of the ſaid *C.* 26 *s.* 8 *d.* of &c. at four Feaſts &c. and yielding and paying for the ſaid Meſſuage or Tenement, and other the Premiſſes, from and after the deceaſe of the ſaid *C.* to the ſaid *B.* his Heirs and Aſſigns, during the then reſidue of the ſaid term of 21 years, the yearly Rent of 4 *l.* of, &c. at the ſaid four Feaſts, &c. And alſo, the ſaid *R. S. C.* his wife, and *B. J.* do by theſe preſents demiſe &c. unto the ſaid *J. P.* all and ſingular the Implements, Utenſils, Furniture, and Neceſſaries whatſoever, remaining in the Premiſſes, and mentioned and expreſſed in a Schedule indented to theſe preſents annexed. To have and to hold all the ſaid Implements, &c. to the ſaid *J.* his Executors, &c. from the Feaſt &c. laſt &c. unto the end and term of 21 years, from thence &c. And if it ſhall happen the ſaid yearly Rent of 53 *s.* 4 *d.* reſerved and agreed, in and by theſe preſents, to be paid to the ſaid *R.* and *C.* his wife, during the life of the ſaid *C.* or the yearly Rent of 26 *s.* 8 *d.* reſerved and agreed to be paid to the ſaid *B.* his Heirs and Aſſigns, during the life of the ſame *C.* or the ſaid yearly Rent of 4 *l.* reſerved to be paid to the ſaid *B.* if it happen the ſaid *C.* to dye, during the ſaid term of 21 years, to be behind unpaid, in part or in all, by the ſpace of 14 dayes next after any of the ſaid Feaſts or Terms of Payment, wherein it ought to be paid, being lawfully demanded by the ſaid *R.* and *C.* and *B. J.* or his Heirs, or any of them, by the Aſſignee or Aſſignees of them, or of either or any of them, that then it ſhall be lawful to and for the ſaid *R. S.* and *C.* his wife, or their Aſſigns, and to and for the ſaid *B. J.* his Heirs and Aſſigns, or for ſuch of them as ſhall have lawful Right, and Authority, to demand, have, take, and receive the ſaid Rents, or any of them, or any part or parcel of them, or any of them which ſhall be left unpaid, by the ſpace of 14 dayes, after any of the ſaid Feaſts or terms of payment thereof, into the ſaid Meſſuage or Tenement, and all and ſingular other

Habend. the third Part for 21 years.

Habend. the reverſion of the two parts after the womans deceaſe, for the reſidue of the 21 years.

Reddend. &c. And Reddend.

Demiſe by the man, his wife, and the ſon of the Implements.

For non-payment.

For entrance upon the Premiſſes to diſtrain.

other the Premiſſes, by theſe preſents demiſed, to enter and diſtrain, and the Diſtreſſes ſo there taken, from thence lawfully to bear, lead, drive, and carry away: And the ſame to detain and keep, until the ſaid yearly Rent and Rents ſo being behind unpaid, with the Arrearages thereof, if any ſuch ſhall be, unto the ſaid *R. S.* and *C.* his wife, or their Aſſigns, and the ſaid *B.* his Heirs or Aſſigns, or to ſuch of them, as ſhall have lawful Right and Authority, to have, take, demand, and receive the ſame, as aforeſaid, ſhall be fully ſatisfied, contented, and paid. And the ſaid *J. P.* for him &c. doth covenant, &c. to and with the ſaid *R.* and *C.* his wife, and their Aſſigns, and to and with the ſaid *B. J.* his Heirs and Aſſigns, and to and with every of them ſeverally, by theſe Preſents, that he the ſaid *J. P.* his Executors and Aſſigns, at his and their own proper coſts and charges, all the ſaid Meſſuages or Tenements, with the Appurtenances, by theſe preſents, demiſed, in and by all things, well and ſufficiently ſhall repair, ſuſtain, ſupport, and maintain, and againſt Wind and Rain ſhall make defenſible, as often and when as need ſhall require, during the ſaid term, or upon ſuch warning, and within ſuch ſpace after warning, as is hereafter mentioned in theſe preſents, and all the Privies or Widraughts, to the ſaid demiſed Premiſſes belonging, ſhall cauſe to be purged, cleanſed, and made clean, and all the Pavements, as well the ſaid demiſed Meſſuage or Tenement, as alſo in the Street to the ſame Tenement belonging, ſhall cauſe to be paved, repaired, and amended, as often as need ſhall require, during the ſame term, or within ſuch ſpace, after warning, as hereafter is limited and mentioned. And alſo, The ſaid *J. P.* covenanteth &c. *ut antea*, that it ſhall be lawful to and for the ſaid *R.* and *C.* and either of them, or their Aſſigns, or the Aſſignees or Aſſigns of either of them, and to and for the ſaid *B. J.* his Heirs and Aſſigns, twice in the year, every year, yearly during the ſaid term, at their liberty and pleaſure, to enter into all the ſaid parts of the ſaid Meſſuages or Tenements, with the Appurtenances, by theſe preſents demiſed, and there to view and ſearch what Reparations ſhall be needful to be made and done, and that if, and as often as any default or lack of needful Reparations ſhall there happen to be found, that then, and ſo often from time to time the ſaid *J. P.* his Executors, Adminiſtrators, or Aſſigns, at his or their own Coſts and Charges, within one half year next after monition or warning thereof, to him or them given by the ſaid *R.* and *C.* his Wife, or by either of them, or by their or either of their Aſſigns, or by the ſaid *B.* his Heirs or Aſſigns, or by any of them, ſhall and will repair, new make, and mend all and every the ſame defaults, or lacks of needful Reparations, without fraud or covin, and in the end of the ſaid term, the ſaid Meſſuage or Tenement, or other the Premiſſes, well and ſufficiently repaired, amended, cleanſed, ſcoured and paved, ſhall leave, and yield up to the ſaid *R. C.* and *B.* and to the Heirs and Aſſigns of the ſaid *B.* *And* the ſaid *R. S.* for himſelf, and the ſaid *C.* his Wife, and either of them, and the Executors and Aſſigns of them, and of either of them, Covenanteth with the Tenant, &c. That they the ſaid *R.* and *C.* and their Aſſigns, and the Aſſigns of either of them, at their own proper Coſts and Charges, ſhall bear and pay two parts, in three parts to be divided, of all manner of chief Rents, and quit-rents due, to be due,

Covenant touching Reparations.

View for Reparations.

The Lords to pay quit-rents.

born or paid by reaſon of the ſaid Meſſuage or Tenement, or of any part thereof, if any ſuch be; and of, and for the ſame 2 parts thereof, ſhall clearly acquit and diſcharge as well the ſaid *J.* his Executors and Aſſigns, as all and ſingular the Premiſſes, from time to time, and at all times, during the ſaid term of 21 years, if the ſaid *C.* ſhall happen ſo long to live. And the ſaid *B.* for him &c. covenanteth with the ſaid Tenant &c. that he the ſaid *B.* his Heirs and Aſſigns, at his and their own proper coſts and charges, ſhall bear and pay the other 3d part of all the ſaid chief Rents and Quit-rents due, or to be due, born, or paid, out of, for, or by reaſon of the ſaid Meſſuage or Tenement, and other the Premiſſes, or any part or parcel of the ſame, if any ſuch be; and if the ſame 3d part thereof ſhall acquit &c. the ſaid *J.* &c. during &c. if the ſaid *C.* ſhall ſo long live; and if the ſaid *C.* ſhall depart this preſent life, before the end of the ſaid 21 years, that then, and from thenceforth the ſaid *B.* his Heirs and Aſſigns, at his and their own proper coſts and charges, ſhall bear and pay all manner of chief and quit-rents due, or to be due, born, or paid, out, for, or by reaſon of the Premiſſes, or any part thereof, if any ſuch be, and thereof ſhall clearly acquit &c. as well the ſaid *J.* his Executors and Aſſigns, as all and ſingular the ſaid Premiſſes from time to time, during all the reſidue of the ſaid term of 21 years; and if it happen the Rents &c. to be unpaid by the ſpace of a quarter of a year, after any Feaſt or Term of payment thereof aforeſaid, in which it ought to be paid, being lawfully asked, and no ſufficient Diſtreſs for the ſame can be found within the ſaid demiſed Premiſſes, that then a Re-entry &c. and an expulſion of the Tenant. And the ſaid *R. S* for himſelf, and the ſaid *C* covenanteth with the Tenant &c. that he the ſaid *J.* his Executors, Adminiſtrators, and Aſſigns, paying the ſeveral Rents aforeſaid, at ſuch dayes and times, and in ſuch manner and form, as the ſame are reſerved, limited, or agreed, to be paid and performed, all and every the Covenants, Grants, and Agreements, contained and mentioned in theſe Preſents, which on his or their part or behalf are to be performed, ſhall or may peaceably and quietly have, hold, occupy, and enjoy all the ſaid 2 parts, of all and ſingular the Premiſſes, with the Appurtenances, for and during all the ſaid term of 21 years, if the ſaid *C.* ſhall ſo long live, without let, interruption, or diſturbance of the ſaid *R.* and *C.* or either of them, or of the Aſſignee or Aſſignees, of them, or of either of them, and without any lawful let &c. of any other perſon or perſons whatſoever. And the ſaid *B. J.* covenanteth with the ſaid Tenant, &c. that he the ſaid *J.* paying the ſeveral Rents aforeſaid, at ſuch dayes &c. ſhall or may peaceably enjoy &c. the ſaid 3d part of all and ſingular the Premiſſes, with their Appurtenances, and Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the Premiſſes, with their Appurtenances, for, and during the ſaid term of &c. next enſuing, from the Feaſt, &c. without any lett, &c. general warranty, &c. In witneſs, &c.

For re-entrant, in caſe of no diſtreſs to be found.

Warranty by the man and woman.

Warranty by the Son.

A Leaſe made, to the intent the Leſſee, with the Rents and Profits of the Land, ſhall pay the Leſſors Debts.

THis Indenture, &c. Between, &c. Witneſseth, That whereas the ſaid *J. M.* is now lawfully ſeiſed in Fee, of, and in one Meſſuage, with the Appurtenances, ſituated, &c. of the yearly value of 25 l. of lawful, &c. and alſo of, and in one Meſſuage, with the Appurtenances, ſituate, &c. of the yearly value of 26 s. one of which ſaid Meſſuages, with the Appurtenances, *E.* now wife of the ſaid *W. S.* hath for her Dower for the term of her life, at the yearly Rent of 8 l. 7 s. of like lawful mony as aforeſaid: and alſo whereas the ſaid *J. M.* is indebted, and doth owe unto divers perſons the ſum of 178 l. 6 s. the particulars whereof are expreſſed in one Schedule annexed to theſe preſents, which ſum the ſaid *J.* is not able preſently to pay, and yet minding faithfully that the ſame ſhall be paid with ſuch ſpeed as he conveniently may, therefore, for and in conſideration the ſaid *W. S.* hath undertaken of the Rents and Profits ariſing of the ſaid Meſſuage, and other the Premiſſes, to pay and ſatisfie the Debts aforeſaid, owing by the ſaid *J. M.* rateably to any of his Creditors, an equal part, according to their ſeveral Debts, as that ſhall be yearly raiſed of the ſaid clear yearly Profits of the Premiſſes, he the ſaid *J. M.* hath demiſed, &c. And, &c. to the ſaid *W. S.* both the ſaid Meſſuages, with their Appurtenances, and all Houſes, &c. and the Reverſion and Reverſions thereof, To have and to hold the ſaid, &c. to the ſaid *W. S.* his Heirs, Adminiſtrators and Aſſigns, from, &c. by, and during the term of 18 years from thence, &c. yielding, &c. 21 s at *Mich.* and our *Lady Day*, by even portions. And the ſaid *W. S.* covenanteth, &c. that he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, during all the ſaid term of years, all the Premiſſes, of, and with the ſaid Rents and Profits of the ſaid Premiſſes, ſhall and will maintain and ſuſtain, in, and, with all neceſſary Reparations whatſoever thereunto to be needful, from time to time, and that as ſoon as the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall have, had, and levyed the ſum of 178 l. 6 s. 8 d. aforeſaid, upon the Premiſſes, in clear profit, beyond all Charges thereof, that then, and from thenceforth he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly account to, and with the ſaid *J. M.* his Heirs and Aſſigns, of, and for all the reſidue of the ſaid clear Profits, and therefore ſhall make due ſatisfaction to the ſaid *J. M.* his Heirs and Aſſigns, without any Fraud or Covin. And the ſaid *J. M.* covenanteth, &c. That he the ſaid *J.* to, and for his own uſe, now ſtandeth lawfully ſole ſeiſed of, and in all and ſingular the Premiſſes, of a good, perfect, pure, and abſolute Eſtate in the Law of Fee-ſimple, and that the ſaid Premiſſes are, and from henceforth ſhall continue clearly and freely acquitted, of, and from all former Bargains, Sales, Leaſes, Grants and Incumbrances, had, made, or granted by the ſaid *J. M.* And alſo, that the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall or lawfully may, during the ſaid term of 18 years, hold and enjoy the ſaid, &c. according to the true meaning of theſe preſents, without any manner of lawful lett, moleſtation,

or eviction to come or happen to the contrary, by the means, occaſion, or procurement of the ſaid *J. M.* in any wiſe. In witneſs, &c.

A Leaſe of a Houſe in the Country for Life, *with Covenant by the Tenant, to pay* Herriots, *bear Charge in time of War, and do other Services, which for the Premiſſes formerly had been accuſtomed.*

THis Indenture, &c. Between *N. L.* of &c. in the County of *D.* Eſq; on the one part, and *M. B.* Daughter of, &c. deceaſed, on the other part: Witneſſeth, That the ſaid *N.* for divers Conſiderations, &c. hath demiſed, &c. to the ſaid *M.* all that his Meſſuage or Tenement, &c. and all Lands, &c. To have and to hold the ſaid Meſſuage or Tenement, with the Appurtenances, and all and every other the Premiſſes above demiſed to the ſaid *M.* and her Aſſigns, from the Feaſt of, &c. laſt, &c for and during all the term of the natural life of the ſaid *M.* yielding and paying therefore yearly, during the ſaid term of the natural life of the ſaid *M.* 25 *s.* 4 *d.* of, &c. in the Feaſts of, &c. And if it ſhall happen the ſaid yearly Rent of, &c. or any part thereof, to be behind or unpaid, in part, or in all, by the ſpace of one Month next after any day of payment thereof, as is aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs in and upon the Premiſſes then and there can or may be had or found, that then, and from thenceforth a Re-entry, &c. And the ſaid *M.* covenanteth, &c. That ſhe the ſaid *M.* and her Aſſigns, at her and their own proper Coſts and Charges, from time to time, and at all times, during the natural life of the ſaid *M.* the ſaid Meſſuage or Tenement, with the Appurtenances, in and with all manner of needful and neceſſary Reparations, ſhall cauſe to be repaired, maintained and amended, as often, and when as need ſhall require: And all the ſame Premiſſes, ſo being well and ſufficiently repaired, in the end of the ſaid term ſhall ſo leave and yield up. And the ſaid *M.* covenanteth, &c. That ſhe the ſaid *M.* her Executors, Adminiſtrators and Aſſigns, ſhall and will not only yield, give, and pay unto the ſaid *N.* his Heirs, Executors, or Aſſigns, her, or their beſt quick Beaſt, or the beſt of her Goods, (if there be no Beaſt) for and in the name of an Herriot, at the death and departure of every Tenant of the Premiſſes, during the ſaid term, but alſo ſhall and will yearly, from time to time, during the ſaid term, yield, do, pay, and perform to the ſaid *N.* his Heirs and Aſſigns, all ſuch Cuſtoms, Services and Duties, as the Tenants of the Premiſſes, or any of them, have heretofore been accuſtomed to yield, do, or perform for the ſame Premiſſes, or any part thereof; and ſhall alſo from time to time, during the ſaid term, ſo often as the ſaid *N.* her Heirs or Aſſigns, ſhall be charged for the Wars of the Kings Majeſty, his Heirs or Succeſſors, bear and pay ſuch portion and part towards the ſame, as the Tenants of the Premiſſes heretofore have been accuſtomed

med to bear and pay. A Covenant for general warranty. A Letter of Attorney, to deliver poſſeſſion in.

A Leaſe of a Rectory and Parſonage for 300 *years, conditional for payment of money, containing very good Covenants, amongſt which, one to convey the Fee in caſe of breach of payment, if the Mortgage will.*

THis Indenture, &c. Between *W. C.* of *B.* in the County of *H.* Eſq; on the one part, and *R. M.* Cit. and *A.* of *L.* on the other part: Witneſſeth, That the ſaid *W. C* for, and in conſideration of the Sum of 800 l. of, &c. whereof, &c. hath demiſed, betaken, and to farm-letten, and by theſe Preſents, &c. unto the ſaid *R. M.* all that the Parſonage, Rectory, and Church of *S.* with all and ſingular the Appurtenances, in the County of *E*: And the Advowſon, Gift, Preſentation, free Diſpoſition, and right of Patronage, of the Vicaridge of *S.* aforeſaid, and all and ſingular Meſſuages, Houſes, Edifices, Barns, Stables, Dove-houſes, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Glebe-Lands, Tythes of Corn, Grain, Hay and Wood, and all other Tythes of what kind or nature ſoever, or by what Name or Names they are called or known, Pentions, Portions, Rents, Reverſions, Services, Courts-Leets, Views of Frankpledge, Franchiſes, Goods, Waifes and Strayes, Liberties and Priviledges, and all other Rights, Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular their Rights, Members and Appurtenances, ſet, lying, and being, growing, coming or renewing, in the Town, Field, Pariſh, or Hamlet of *S.* aforeſaid, in the ſaid County of *E.* or elſewhere in the ſame County, to the ſaid Parſonage, Rectory and Church of *S.* belonging, or in any wiſe appertaining, or as part, parcel, or member of the ſame, now lawfully accepted, reputed, taken, uſed, demiſed, or enjoyed, together with the Reverſion and Reverſions whatſoever, of all and ſingular the Premiſſes, and of every part and parcel thereof: And alſo all Rents, and yearly Profits whatſoever, reſerved upon any whatſoever Demiſe or Grant, Demiſes, or Grants of the Premiſſes, or of any part or parcel thereof, To have and to hold the ſaid Parſonage, Rectory, and Church of *S.* Advowſon, Lands, Tenements, Hereditaments, and all, and ſingular other the Premiſſes, with their Appurtenances, above by theſe Preſents mentioned to be demiſed to the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of, &c. laſt, &c. unto the end and term of 300 years, from thence next following, and fully to be compleat and ended, and without impeachment of, or for any manner of Waſte to be done, of, in, or upon the Premiſſes, or any part or parcel thereof, at any time from or after the 24th of *December*, which ſhall be, &c. yielding and paying therefore yearly, during the ſaid term, unto the ſaid *W. C.* his Heirs and Aſſigns 40 s. of, &c. payable at the Feaſts of, &c. by even and

equal

equal portions. And the ſaid *W. C.* for him, &c. doth Covenant with the Leſſee in Form, &c. That is to ſay, That he the ſaid *W. C.* the day of the date of theſe Preſents, is the very, true, lawful, and ſole owner of the ſaid Parſonage and Church of *S.* aforeſaid, and of the ſaid Advowſon, Meſſuage, Lands, Tenements, Tythes, and of, and in all and ſingular other the Premiſſes above by theſe Preſents demiſed, and of every part thereof, with their Appurtenances, and thereof, and of every part thereof, now is, and ſtandeth lawfully and ſole ſeiſed of a good, perfect, and abſolute Eſtate in the Law, in Fee-ſimple, without any Condition or Mortgage. And that he the ſaid *W.* hath full power, and lawful authority to convey and aſſure all and ſingular the Premiſſes, and every part thereof, to the ſaid *R.* his Executors and Aſſigns, during the ſaid term, according to the intent and true meaning of theſe preſent Indentures; And alſo that the ſaid Rectory, Parſonage, and other the Premiſſes, above by theſe preſents mentioned to be demiſed, now are and be, and during the ſaid term of 300 years, upon and under the Condition hereafter in theſe preſents expreſſed, ſhall be, and continue, clearly diſcharged and acquitted, or otherwiſe by the ſaid *W.* his Heirs, Executors or Adminiſtrators, or ſome of them, at, and upon a reaſonable requeſt, from time to time to be made, ſufficiently ſaved, or kept harmleſs, of, and from all former Bargains, Sales, Leaſes, Grants, Eſtates, Titles, Joyntures, Dowers, Recognizances, Statute-Merchant, and of the Staple, Condemnations, Judgments, Executions, Fines, Wills, Amerciaments, and of, and from all other Eſtates, Charges, Titles, and Incumbrances whatſoever, had, made, done, cauſed, or acknowledged by the ſaid *W.* or by Sir *J. C.* Kt. Father of the ſaid *W.* or by any other perſon or perſons, by his or their, or any of their title, aſſent, means or procurement, or lawfully claiming, from, by, or under them, or either of them, the Rents and Services, from henceforth to be due to the Kings Majeſty, his Heirs and Succeſſors, or any of them, for the Premiſſes, or any part thereof, and one Leaſe made by the ſaid *W. C.* to one *N. T.* of, &c. parcel of the Premiſſes, whereof there is not to come above three years to be accounted from the Feaſt of, &c. next, &c. And whereupon the yearly Rent of 13 l. is reſerved, and ſhall be yearly due, and payable during the ſaid term: And alſo one Grant made to one *J. G.* of the Advowſon, Donation, and free Diſpoſition of the ſaid Vicaridge, together with certain Springs and Copices, parcel of the Premiſſes, to endure for and until the 24 of *Decemb.* &c. only foreprifed and excepted. And alſo, that he the ſaid *R.* his Executors, Adminiſtrators and Aſſigns ſhall or may, by, and during all the ſaid term of 300 years, upon, and under the Condition hereafter in theſe preſents expreſſed, according to the intent and true meaning of theſe preſents, have, hold, occupy, and enjoy the ſaid Parſonage, Rectory, or Church of *S.* and the ſaid Advowſon, Meſſuage, Lands, &c. and every part and parcel thereof, excepting always in theſe preſents excepted, without lawful lett, or interruption of the ſaid Sir *J. C.* and *W. C.* their Heirs and Aſſigns, and every of them, without any lawful lett, &c. of all, and every other perſon or perſons whatſoever, lawfully claiming, by, from, or under the ſaid Sir *J.* and *W.* or either of them, other then ſuch perſon and perſons for the time being,

being, as ſhall have, or claim to have the ſaid Eſtates and Intereſts herein before excepted, or any of them, or any part or parcel of any of them, for, and concerning the ſame Eſtates and Intereſts ſo excepted, and every of them. **Provided alwayes**, that if the ſaid *VV.* his, &c. do pay to the ſaid *R. M.* &c. the ſaid, &c. the Sum of, &c. at, &c. on the 24th day of *Decemb.* &c. that then, and from thenceforth theſe preſents, and every Covenant, Grant, and Article therein contained, on the part of the ſaid *VV.* his Heirs, Executors and Adminiſtrators, or any of them, to be performed or kept, together with theſe preſents, Demiſe and Grant made of the Premiſſes in manner and form aforeſaid, ſhall be clearly void, fruſtrate, and of none effect. And that then, and from thenceforth after ſuch payment made, it ſhall be lawful, &c. A re-entry in Mr. *C.* &c. only without words of expelling the Tenant: Any thing to the contrary, &c. And the ſaid *VV. C.* for him, &c. Covenanteth, That if default be made, of, or in payment of the ſaid Sum of 800 l. or any part thereof, that then, and at all times during the ſpace of three years, next after ſuch default made, in payment of the ſaid Sum of, &c. he the ſaid *VV.* his Heirs and Aſſigns, and all, and every other perſon and perſons, any thing lawfully having or claiming of, in, or to the Premiſſes, or any part thereof, by, or from the ſaid *VV. C.* (except only before excepted) at, and upon every reaſonable requeſt, and at the coſts and charges in the Law only of the ſaid *R.* his Heirs, Executors or Aſſigns, or ſome of them, ſhall and will do, make, knowledge and ſuffer, and cauſe to be done, &c. all and every ſuch lawful and reaſonable Act and Acts, Thing and Things in the Law, either for the better confirmation, and further aſſurance of this preſent Leaſe, or elſe for the abſolute conveying and aſſuring of the Fee and Inheritance of the ſaid Rectory, &c to be had and made ſure to the ſaid *R.* his Heirs and Aſſigns, to, and for his and their own uſe abſolutely, without any Condition, as by the ſaid *R.* his Heirs or Aſſigns, or by his or their Council Learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed and required. And the ſaid *R. M.* Covenanteth, &c. That he the ſaid *R.* his Executors and Adminiſtrators, ſhall and will permit and ſuffer the ſaid *VV.* his Heirs and Aſſigns, to have the uſe and occupation of the Tythe-Barn and Grainers, and of the Yard to the ſame adjoyning, and of the long Hay houſe, for, and until the 28 day of *June* next coming, after the date hereof, without any Rent therefore, paying together; alſo with free ingreſs, egreſs and regreſs, into, and from the ſaid demiſed Premiſſes, and every parcel thereof only, for the repairing and amending thereof, until the ſaid 24th of *D.* &c. And that alſo in the ſame 24th day of *D.* all and ſingular the ſaid demiſed Premiſſes, with their Appurtenances, ſhall be in as good caſe and ſtate of reparations, as the ſame ſhall be at the Feaſt of *P.* next coming, after the date hereof, and that in the mean time, until the ſaid 24 of *D.* &c. neither he the ſaid *R.* his Executors, Adminiſtrators nor Aſſigns, nor any of them, ſhall or will at any time, fell, cut down, or carry away, neither cauſe, or willingly ſuffer to be felled, &c. any of the Woods, Under-woods, or Trees growing, or being in and upon the Premiſſes, or any part thereof, other then ſuch as ſhall be neceſſary and convenient to be had or taken for Houſe-boot, Hedge-

Condition.

boot,

boot, and Fire-boot, to be ſpent, imployed or occupied, of, in, or upon the Premiſſes, or ſome part thereof, and not elſewhere: In witneſs, &c.

Eſcrytt an fyn du trait per A. P.

You muſt levy the Fine before the enſealing hereof.

A Leaſe of Free hold Land for lives, alſo a Letter of Attorney to ſurrender Copyhold Land for the ſame lives, and to deliver poſſeſſion.

THis Indenture, &c. between Sir *L. D.* Kt. Cit. and Ald. of *L.* on the one part, and *J. E.* of *L.* in the County of *T.* Gent. and *E.* his Wife, on the other part, Witneſſeth, That the ſaid Sir *L.* for good conſiderations him moving, hath demiſed, granted, and to Farm letten, and by theſe preſents, &c. unto the ſaid *J.* and *E.* all and ſingular the Free-hold, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments, of the ſaid Sir *L.* within the Lordſhip and Pariſh of *L.* in the ſaid County of *T.* now being in the tenure, manurance, or occupation of the ſaid *J.* and one *A. B.* or of their ſeveral Aſſign or Aſſigns: And the Reverſion and Reverſions of the Premiſſes, and all Rents, Iſſues, and Profits whatſoever, reſerved upon any former Demiſe, Leaſe, or Grant, made or granted of the Premiſſes, or any part thereof; To have and to hold all and ſingular the ſaid Meſſuages &c. unto the ſaid *J.* and *E.* and their Aſſigns, from &c. by and during all the term of the natural lives of the ſaid *J.* and *E.* And by and during the term of the natural life of the longer liver of them, yielding and paying therefore yearly, during the continuance of this preſent Leaſe unto the ſaid Sir *L.* his Heirs and Aſſigns 56 l. of &c. in the dayes of the Feaſts of &c. or within the ſpace of 20 dayes next enſuing, after every of the ſaid Feaſt dayes, by even portions; and if it happen the ſaid yearly Rent of &c. or any part thereof, to be behind and unpaid by the ſpace of 20 dayes, over or after any Feaſt wherein the ſame, or any part thereof ought to be paid, as is aforeſaid, it being lawfully demanded, and no ſufficient and overt Diſtreſs can or may be found in and upon the Premiſſes, or any part thereof, in Money, Corn, or Cattel, which may be lawfully had, taken, and carried away, for the ſaid Rent, that then, and from thenceforth, a Re-entry in Sir *L.* &c. and a diſpoſition of the Leaſees and their Aſſigns, &c. any thing to the contrary &c. And the ſaid *J.* and *E.* for them, their Executors and Adminiſtrators, do covenant &c. in form &c. That they the ſaid *J.* and *E.* their Executors and Aſſigns, at their own proper Coſts and Charges, ſhall and will well and ſufficiently uphold, repair, ſuſtain, maintain, and amend all the Houſes, Edifices, and Buildings, to the ſaid demiſed Premiſſes, or to any part thereof belonging or appertaining, in, by, and

and with all manner of needful and neceſſary Reparations whatſoever, at all times, and from time to time, as often and when need ſhall require, during the continuance of this preſent Leaſe: And alſo at their like coſts and charges, ſhall and will well and ſubſtantially Hedge, Fence, Ditch, Scour, Cleanſe, and Amend all and every the Hedges, Fences, Ditches, and Incloſures to the Premiſſes, or any part thereof belonging, from time to time likewiſe, as often as need ſhall be, during the continuance of this ſaid Leaſe. And all and ſingular the Premiſſes in ſuch Reparations, being in the end or determination of the ſame Leaſe, ſhall and will quietly leave and yield up to the ſaid Sir *L.* his Heirs and Aſſigns. And alſo that they the ſaid *J.* and *E.* their Executors and Aſſigns, by and during ſo long time as this Leaſe ſhall endure, ſhall and will diſcharge and pay all the chief and quit-rents, and other Services and Duties hereafter to grow due to be paid and done, for and in reſpect of the ſaid Premiſſes, or any part thereof as aforeſaid: And of and for all the ſame Rents, Services, and Duties hereafter to be due, ſhall and will at all times hereafter ſufficiently ſave and keep harmleſs the ſaid Sir *L.* his Heirs and Aſſigns, and every of them. And the ſaid Sir *L. D.* for him, his Heirs and Aſſigns, and every of them, doth covenant, promiſe, and grant to and with the ſaid *J. E.* and E. their Executors and Aſſigns, by theſe preſents, That they the ſaid *J.* and *E.* their Executors and Aſſigns, by and under the payment of the ſaid yearly Rent of &c. and performance of other the Covenants, Grants, Articles, and Agreements above expreſſed, on the behalf of the ſaid *J.* and *E.* their Executors or Aſſigns, or any of them, to be done and performed, ſhall or may, by and during the term of the natural lives of the ſaid *J.* and *E.* and the longer liver of them, have, hold, occupy, and enjoy the ſaid &c. without any let, trouble, or interruption of the ſaid Sir *L.* his Heirs or Aſſigns, and without any lawful let, &c. of any other perſon or perſons, having or lawfully claiming, or which ſhall have or lawfully claim to have any former Eſtate, Right, or Title, in or to the Premiſſes, or any part thereof, by or from the ſaid Sir *L.* In Witneſs, &c.

A Letter of Attorney depending upon the Former Indenture.

TO all to whom, &c. Sir *L. D.* ſendeth Greeting, &c. Know ye, That I the ſaid Sir *L.* have made, ordained, and appointed, and by theſe Preſents do make &c. *J. L.* Gent. my true certain and lawful Attorney for me and in my ſtead and name, as well to make a lawful and ſufficient Surrender of all my Copy-hold Meſſuages, Lands, Tenements, and Hereditaments whatſoever, in the Lordſhip of *L.* in the County of *Y.* unto the uſe of *J.* K. and E. his wife, for and during the natural lives of the ſaid *J.* and *E.* and the longer liver of them, upon condition that the ſaid *J.* and *E.* and the Survivor of them, ſhall well and truly content and pay unto me the ſaid Sir

L. D.

L. D. mine Heirs and Aſſigns, the yearly Rent of 56 l. mentioned in in Indenture dated &c. and perform ſuch Covenants and Agreements as in the ſame Indenture are contained, in manner and form as in the ſame Indenture is mentioned and ſpecified: As alſo for me and in my name and ſtead, to deliver quiet and peaceable Poſſeſſion and Seiſin to the ſaid *J.* and *E.* and their Aſſigns, of and in all and ſingular the Meſſuages, &c. demiſed by the ſaid Indenture, or of, or in any part or parcel thereof, in the name of the whole; to hold to them the ſaid *J.* and *E.* their Executors and Aſſigns, according to the tenor, purport, and true meaning of the ſaid Indenture, Giving and granting to my ſaid Attorney, all my whole power and authority, for the doing and executing of the Premiſſes, in as large and ample manner and form, as I my ſelf might or could do, if I were perſonally preſent, ratifying, and by theſe preſents holding firm and ſtable, all and whatſoever my ſaid Attorney ſhall do, or cauſe &c. in or about the Premiſſes, or any matter or circumſtance thereof. **In witneſs**, &c.

A Leaſe of a Houſe by Tenant in Tail well paſſed.

THis Indenture, Between *R. H.* Son and Heir, &c. on the one part, and *T. W.* Cit. and S. of *L.* on the other part, **Witneſſeth**, That the ſaid *R. H.* as well for and in conſideration of the Sum of 33 l. 6 s. 8 d. of &c. to him, &c. truly paid by the ſaid *T. W.* (of which Sum the ſaid *R. H.* acknowledgeth the Receipt by theſe Preſents), and alſo for and in conſideration of the Sum of 60 l. of like lawful money, &c. by the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, to be paid to the ſaid *R. H.* his Executors, Adminiſtrators, or Aſſigns, at the Shop now in the occupation of the ſaid *T. W.* ſcituate, &c. within 20 dayes next after the ſaid *R. H.* ſhall have accompliſhed his full age of 21 years, and have without fraud or covin made and delivered unto the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, one good lawful and ſufficient confirmation in Writing of this preſent Demiſe and Leaſe at the ſaid Shop; hath demiſed, granted, and to Farm-letten, and by theſe preſents doth &c. unto the ſaid *T. W.* all the ſaid Shop now in the Tenure or occupation of the ſaid *T. W.* ſet and being in *P.* Church-yard aforeſaid, and all thoſe yards and hedges with their Appurtenances late in the tenure or occupation of &c. and now in the tenure or occupation of one *R. B.* &c. ſet and being in *P.* Church-yard aforeſaid on the back-ſide of or near unto the Shop, late in occupation of the ſaid &c. and now in the tenure or occupation of the ſaid *R. B.* ſet and being in or neer the ſaid Church-yard. **And moreover**, all thoſe two upper Chambers or Rooms with the Appurtenances late in the tenure or occupation of the ſaid *T. W.* or his Aſſigns, and now in the tenure or occupation of the ſaid *R. B* ſet and being over or near unto the ſaid Shop, now in the occupation of the ſaid *R. B.* ſet and being over or near unto the ſaid Shop, now in the occupation of the ſaid *R. B.* except and alwayes reſerved out of this preſent demiſe,

demiſe, and grant, the Cellar under the ſaid Shop, with free ingreſs, egreſs and regreſs, into and from the ſaid Cellar by the way and door which is now uſed in the ſame Cellar, for and during all the term of years hereafter in theſe Preſents mentioned for him the ſaid *R.* his Heirs, Tenants, Farmers and Aſſigns of the ſame Cellar, and his and their Servants and Family: **To have and to hold** all and ſingular the Premiſſes above by theſe Preſents demiſed, or mentioned to be demiſed with the Appurtenances (except before excepted) unto the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns, from the ſealing and delivery of theſe preſents unto the end and term of 21 years from thence next enſuing, and fully to be compleat and ended. Yielding and paying therefore yearly during all the ſaid term unto the ſaid *R. H.* and to the Heirs of his body lawfully to be begotten; and for default of ſuch Iſſue, to ſuch other perſon or perſons unto whom the next and immediate remainder or reverſion of the Premiſſes, ſhall for the time being, during the ſaid term of 21 years, of right belong or appertain, 6 l. of &c. at four terms or Feaſts of the year; That is to ſay, at the Feaſts of &c. or within 28 dayes next after every of the ſame Feaſts by even portions: And if it ſhall happen the ſaid yearly Rent of 6 l. to be behind unpaid, in part or in all, by the ſpace of 28 dayes next after any of the ſaid Feaſts of payment, being lawfully demanded (and no ſufficient Diſtreſs for the ſame Rent, ſo being behind, unpaid, in or upon the ſaid demiſed Premiſſes can or may be found:) Or if default ſhall be made, of or in payment of the ſaid Sum of 60 l. or any part thereof within the time before limited, That then, or at any time after, it ſhall and may be lawful to and for the ſaid *R. H.* or the heirs of his body lawfully to be begotten; and for default of ſuch iſſue, to ſuch other perſon or perſons unto whom the next immediate remainder, or reverſion of the Premiſſes ſhall for the time being belong and appertain, into all and ſingular the above demiſed Premiſſes with the Appurtenances, wholly to re-enter, and the ſame to have again and re-enjoy, as his or their former Eſtate. And the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, and all other Tenants and Occupiers of the Premiſſes, from thence utterly to expel and amove: Theſe Preſents or any thing therein contained to the contrary thereof, notwithſtanding. And the ſaid *T. W.* for him, his Executors, Adminiſtrators, and Aſſigns, covenanteth and graneth, to and with the ſaid *R. H.* his Heirs and Aſſigns, and every of them by theſe preſents, in form following, That is to ſay, That he the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, at his and their own proper coſts and charges, all and ſingular the ſaid demiſſed Premiſſes, in, by, and with all manner of needful and neceſſary reparations, thing and things whatſoever, well and ſufficiently ſhall repair, ſupport, ſuſtain, maintain, and amend from time to time, as often, and when as need ſhall be or require, during the ſaid term, or from time to time, within the time after warning, in that behalf to be given, as is hereafter limited, during the continuance of this preſent Leaſe and Demiſe, to enter into all or any the ſaid demiſed Premiſſes, there to view, and uſe, and over-ſee the Eſtate of the reparations of the ſaid demiſed Premiſſes, and of every or any part thereof, and of all decayes and leaks of needful reparations, upon any ſuch view or views

found,

found, to give monition and warning to the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, to repair and amend the ſame within three moneths then next following. And the ſaid *R. H.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, Covenanteth and granteth to and with the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following, That is to ſay, That he the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, at his and their own proper Coſts and Charges ſhall and will, from time to time, during the ſaid term of 21 years, pay, bear, and diſcharge all chief and quit-rents, and all other Rents whatſoever (except only the Rent above in theſe preſents reſerved to be due iſſuing or going out of the Premiſſes, above by theſe preſents mentioned to be hereby demiſed, or any part thereof, at any time or times during the ſaid term): And of, for, and concerning the ſame chief and quit-rents, and all other Rents aforeſaid, (except before excepted) ſhall and will well and ſufficiently diſcharge, acquit, or ſave harmleſs the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns, and the ſaid demiſed Premiſſes from time to time, and at all times, during the ſame term. And alſo, That he the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns, for the ſaid yearly Rent of 6 l. in form aforeſaid to be paid, and under and according to the other Covenants, Grants, Articles, and Agreements in theſe preſents contained, on the part and behalf of the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns, to be obſerved, performed, and kept, ſhall or may lawfully, peaceably, and quietly have, hold, occupy and enjoy all and ſingular the Premiſſes above by theſe preſents demiſed, or mentioned to be demiſed, by and during all the ſaid Term of 21 years, without any let, diſturbance, eviction, moleſtation, or interruption of the ſaid *R. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, or of the Heirs, Executors, Adminiſtrators or Aſſigns of the ſaid *J. H.* and *S.* his wife, or either of them, or of any other perſon or perſons, by the means, aſſent, conſent, or procurement of the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or claiming, or that ſhall claim, by, through, or under the eſtate, right, title or intereſt of the ſaid *J. H.* and *S.* his wife, and *R. H.* or any of them, or of the Heirs, Executors, Adminiſtrators, or Aſſigns of them, or any of them, other then only the ſaid *W. A.* and his Aſſigns, claiming onely by vertue or colour of a Leaſe by the ſaid *J. H.* heretofore to him the ſaid *W.* made and granted of the ſaid Yard and Sheds, which Leaſe ſhall expire and end within one year now next coming, the Rent upon which Leaſe, during the continuance thereof, ſhall be due and payable to the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns. And moreover, that he the ſaid *R. H.* his Heirs, Executors, and Aſſigns, and all and every other perſon and perſons, having or claiming, or that ſhall have or claim any eſtate, right, title or intereſt, in or to the Premiſſes above by theſe preſents mentioned to be demiſed, or any part thereof, by, from, or under the ſaid *R. H.* (other then only the ſaid *W. A.* & his Aſſigns claiming only by force of the ſaid excepted Leaſe), & for, & concerning the title, and intereſt only of the ſame Leaſe, ſhall & will, from time to time, and at all times hereafter, during the ſaid term of 21 years, and

and upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T. W.* his Executors, Adminiſtrators or Aſſigns, do make, knowledge, and ſuffer to be done, all and every ſuch further act and acts, thing and things, deviſe and deviſes, in the Law whatſoever, for the confirmation, ratification, and corroboration of this preſent Leaſe and Demiſe, or for the further or better aſſurance, or ſure-making of all and ſingular the Premiſſes to be had and made ſure to the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, for and during all the reſidue of the ſaid term of 21 years then to come and unexpired, and for and under like Rent, Condition, and Covenants on the part of the ſaid *T. W.* his Executors, Adminiſtrators, and Aſſigns, as in theſe preſents are expreſſed and ſpecified: As by the ſaid *T. W.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be deviſed or adviſed and required. And further, That he the ſaid *R. H.* nor his Heirs, nor any other perſon or perſons for him or in his name, or by his means, aſſent, conſent, or procurement, ſhall at any time or times hereafter, do or make any entry, act or acts, thing or things, deviſe or deviſes whatſoever, directly nor indirectly to defeat, fruſtrate or make void this preſent Leaſe, Demiſe or Grant, contrary to the tenor, intent, and plain meaning of theſe Preſents. In witneſs, &c.

Foſter Conſultor.

A Leaſe by a Maſter and Fellows of a Colledge.

THis Indenture made, &c. between the Right Worſhipful *A. B.* D. D. and Maſter of the Colledge of &c. in the Univerſity in *Oxford*, and the Fellows of the ſame Colledge of the one part, and *C. D. E. F.* and *G. H.* of &c. of the other part, Witneſſeth, That the ſaid Maſter and Fellows, as well for and in conſideration of the ſurrender of a Leaſe, bearing date, &c. made and granted by *J. D.* then Maſter of the ſaid Colledge, and the Fellows of the ſame, to one *T. H.* of the Rectory and Church of *G.* in the County of *York*, for the term of 41 years, as by the ſame Leaſe more at large it doth and may appear, whoſe Eſtate in the ſame the ſaid *C. D. E. F.* and *G. H.* had at the time of the ſaid Surrender. As alſo, for divers other good cauſes and conſiderations them moving, Have demiſed, granted, and to Farm-let unto the ſaid *C. D. E. F.* and *G. H.* all that the ſaid Rectory and Parſonage of *G.* with all Glebe-Lands, Tenths, Tythes, Oblations, Obventions, Profits, Commodities, and Hereditaments whatſoever, to the ſaid Rectory or Parſonage belonging, or in any wiſe appertaining, or accepted, reputed, taken, known, uſed, or occupyed, as part, parcel, or member of the ſame; (The Advowſon, Preſentation, and Avoidance at all time of the Vicaridge of the ſame Church, whenſoever it ſhall happen, to the ſaid Maſter and Fellows, and their Succeſſors onely excepted and fore-prized.) To have and to hold the ſaid

Rectory and Parſonage, Tythes, Glebe-Lands, Tenths, Oblations, Obventions, Profits, Commodities, and Hereditaments whatſoever, with all and ſingular the Appurtenances, unto the ſaid *C. D.* &c. their Executors and Aſſigns, from the Feaſt-day of &c. next enſuing the date hereof, unto the full end and term of 21 years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term, unto the ſaid Maſter and Fellows, and their Succeſſors and Aſſigns, 20 *l.* of lawful money of *England*, and more 6 quarters of good Wheat, and 28 quarters of good Mault, at one Term in the year, That is to ſay, on the 2d day of *M.* yearly in the ſaid Colledge, at their own proper Coſts and Charges, during the ſaid term. And for default of delivery of either the ſaid Wheat or Mault, in the time appointed to be paid, in manner as is before ſpecified, to the ſaid Maſter and Fellows, and their Succeſſors, ſo much ready money, as the beſt Wheat and Mault, rateably ſhall be worth in the Market of *Oxon*, the next Market day before the 2d day of *M.* aforeſaid: And if it ſhall happen the ſaid yearly Rent of 20 *l.* the ſaid 6 quarters of Wheat, the ſaid 28 quarters of Mault, or any part or parcel thereof, to be behind and unpaid in part, or in all, by the ſpace of 22 days next after the ſaid 2d day of *M.* in which it ought to be paid at the place aforeſaid. That then this preſent Indenture ſhall ceaſe and determine, and be utterly void, and of none effect.

A Covenant for the Leſſees to pay all Duties and Church charges, againſt the K. and Biſhop.
A Covenant to repair the houſes, &c.
To preſerve the ancient Liberties.
Not to ſet or let, without conſent of the Maſter and Fellows, &c.

In witneſs *whereof, the ſaid Maſter and Fellows, to that part of theſe preſent Indentures remaining with the ſaid* C. D. *&c. Have ſet their Common Seal: And to that part remaining with the ſaid Maſter and Fellows the ſaid* C. D. *&c. have ſet their Hands and Seals, the day and year firſt above written.*

An Indenture whereby the Leſſor demiſeth another Tenement, if the Leſſee be evicted of the firſt.

THis Indenture, &c. Witneſſeth, That the ſaid *A. B.* hath demiſed, granted, ſet, and to farm-let, and by theſe preſents, for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth demiſe, grant, ſet, and to Farm-let unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, all that Meſſuage or Tenement, ſcituate and being in *L.* in the ſaid County of &c. commonly called or known by the name of &c. with the Appurtenances, together with two Orchards, and certain Cloſes, Clauſures, and Parcels of Arable Land,

Land, Meadow, Paſture, and Turbary, with the Appurtenances hereafter in theſe preſents particularly named, and ſet, lying and being in &c. To have, hold, occupy, and enjoy the ſaid Meſſuage, Cloſes, Clauſures, and parcels of Land and all other the Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, to the ſaid *C. D* his Executors, &c. from the Feaſt, &c. laſt paſt, before the date hereof, for and during, and to the full end and term of &c. years then next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term, unto the ſaid *A. B.* his Heirs and Aſſigns, the Sum of &c. at the two uſual Feaſts &c. for all manner of Rents, Duties, Services, Boons, Taxations, Charges, and Impoſitions, whatſoever: And further, This Indenture witneſſeth, That if it fortune the ſaid Meſſuage, Cloſes, Cloſures and Premiſſes, or any of them, or any part or parcel thereof, at any time or times hereafter, during the ſaid term of &c. before by theſe preſents granted and demiſed as aforeſaid, by order and due courſe of Law, or otherwiſe, to be lawfully recovered, evicted, or taken, from, or out of the poſſeſſion, or occupation of the ſaid *C. D.* his Executors or Aſſigns, without any Covin or Colluſion of the ſaid *C. D.* his Executors or Aſſigns. So that the ſaid *C. D* cannot, or may not occupy, enjoy, and take the profits thereof, by vertue of theſe Preſents, for all the ſaid term of, &c. years: Then the ſaid *A. B.* doth by theſe preſents demiſe, grant, ſet, and to farm-let unto the ſaid *C. D.* all that Capital Meſſuage or Tenement, commonly called or known by the name of, &c. with the Appurtenances, ſcituate and being in the Pariſh of *B* in the ſaid County of, &c. To have, hold, occupy, poſſeſs, and enjoy the ſaid Capital Meſſuage and Premiſſes, with their Appurtenances, from and immediately after ſuch eviction, ejection, recovery, or taking away of the ſaid mentioned Premiſſes in, &c. aforeſaid, or any part thereof, from, or out of the poſſeſſion of the ſaid *B. C.* or other lawful diſturbance of his poſſeſſion, for and during, and unto the end, expiration, and determination of the ſaid term &c. years, afore by theſe preſents granted of the ſaid Meſſuage or Tenement, and Premiſſes in, &c. aforeſaid, for and during all the reſidue, ſuch part, and ſo many of the ſaid years, as at the time of ſuch Recovery, eviction, ejection, taking away, diſturbance, or moleſtations, ſhall be unexpired, not ended, or determined, to the ſole and proper uſe and behoof of the ſaid *C. D.* his Executors and Aſſigns, without any accompt thereof, or therefore to be yielded, paid, given or made for the ſame. And alſo without any let, trouble, denial, vexation, interruption, eviction, ejection, Suit in Law, or other diſturbance whatſoever, of him the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or of any other perſon or perſons whatſoever, in any wiſe. And the ſaid *A. B.* doth for him, &c. covenant, &c. to and with the ſaid *C. D.* by theſe Preſents. That it ſhall and may be lawful to and for the ſaid *C. D.* and his Aſſigns, yearly from time to time, and at all times hereafter, during the ſaid term of 21 years, afore by theſe preſents granted, and demiſed as aforeſaid. To cut down, fall, take, and carry away ſufficient and neceſſary Hedge-boot, Cart-boot, Plow-boot, Gate-boot, &c. Underwood to be ſtanding, growing, and being in, or upon ſuch of the ſaid Premiſſes, as the ſaid *C. D.* for the ſeveral times being ſhall be in poſſeſſion of,

or have in his occupation, by vertue of theſe preſents: So as the ſame be, and ſhall be imployed, uſed, or ſpent from time to time, in, or about the neceſſary, or needful reparations of the Hedges, Gates, Stiles, Bars and Fences, ſtanding or being in, or upon the Premiſſes only: And the ſaid *A. B.* for him, his Heirs, &c. doth covenant, &c. to and with the ſaid *C. D.* by theſe preſents: That the ſaid Meſſuage, Capital Houſe, and all other the Houſes, Cloſes, Cloſures, and parcels of Land, Meadow and Paſture, and all other the Premiſſes, with the Appurtenances in *L.* and *D.* aforeſaid, and every part and parcel thereof are, the day of the enſealing and delivery of theſe preſents; and ſo ſhall remain and continue from time to time, and at all and every time and times hereafter, during the ſaid term of 21 years, afore by theſe preſents mentioned to be granted and demiſed as aforeſaid, according to the true intent and meaning of theſe preſent Indentures, free and clearly acquitted, exonerated, and diſcharged, or otherwiſe ſaved and kept harmleſs, of and from all and all manner of former Bargains, Sales, Joyntures, Feoffments, Dowers, Aſſignments, Leaſes, &c. and all other Incumbrances whatſoever, had, made, done, knowledged or ſuffered, or hereafter to be had, made, done, knowledged or ſuffered, by the ſaid *A. B.* his Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever.

A Covenant for further Aſſurance.

AND the ſaid *C. D.* for him, &c. doth covenant, &c. to and with the ſaid *R. B.* his Heirs, &c. That he the ſaid *C. D.* ſhall and will from time to time, and at all times, during the ſaid term, well and ſufficiently repair, maintain and uphold, all ſuch the ſaid Houſes, Edifices, Buildings, Cloſes, Clauſures, Lands and Premiſſes, as he the ſaid *C. D.* from time to time is to have in his poſſeſſion, and enjoy by vertue of theſe preſents: And all Hedges, Fences, Gates, and Ditches, ſtanding and being in and upon the ſame, in all neceſſary Reparations, according to good Husbandry. And if it happen, the ſaid yearly Rent of, &c. or any part or parcel thereof, at any time or times hereafter, during the ſaid term before by theſe preſents granted as aforeſaid, to be behind in part, or in all by the ſpace of 20 dayes, next enſuing after any of the ſaid Feaſts, wherein the ſame ought, or is limited and appointed to be paid, or is payable by theſe preſents, being lawfully demanded at ſuch of the demiſed houſe, as the ſaid *C. D.* ſhall then poſſeſs by vertue of theſe preſents. That then, and ſo often as the ſaid Rent ſhall be behind and unpaid as aforeſaid, the ſaid *C. D.* his Executors or Aſſigns, ſhall looſe, forfeit, and pay to the ſaid *A. B.* his Heirs and Aſſigns, the Sum of, &c. (*Nomine pœnæ*): That then, and ſo often it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns into the ſaid Meſſuage and Lands which the ſaid *C. D.* ſhall then hold by vertue of theſe preſents, and other the Premiſſes, and into every, or any part or parcel

parcel thereof, to enter and diſtrain, as well for the Rent of, &c. or ſuch part thereof as ſhall be behind and unpaid as aforeſaid, and alſo for the Arrerages thereof, (if any fortune to be behind) as alſo for the ſaid Sum of, &c. ſo to be forfeited: *Nomine pœnæ toties quoties*, as aforeſaid, and the diſtreſs and diſtreſſes ſo thereof, and therein taken, and had, as aforeſaid, to lead, drive, and carry away, and the ſame with him or them to detain, keep, and withold, until he the ſaid *A. B.* his Heirs and Aſſigns, of the ſaid Rent of, &c. and of the ſaid penalty of, &c. to be forfeited *Nomine pœnæ*, as aforeſaid, and of the Arrerages thereof (if any ſhall be) be well and truly contented, ſatisfied and paid. And if the ſaid yearly Rent of, &c. or any part thereof, ſhall be behind and unpaid by the ſpace of 40 dayes, and no ſufficient overt diſtreſs can or may be found in, or upon ſuch of the Premiſſes, as ſhall then be in the poſſeſſion of the ſaid *C. D.* during the ſaid ſpace of, &c. That then and from thenceforth it ſhall and may be lawful, to and for the ſaid *A. B.* his Heirs and Aſſigns, into the Meſſuage, &c. to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as in his and their former Eſtate, any thing in theſe Preſents to the contrary in any wiſe notwithſtanding. In witneſs, &c.

A Leaſe for 100 *years in Reverſion after a life.*

THis Indenture made, &c. Between *R. B.* of *S.* in the County of *W.* Gent. of the one part, and *J. L.* of &c. Gent. of the other part: Witneſſeth, That the ſaid *R. B.* for divers good cauſes, and ſundry reaſonable and weighty Conſiderations him thereunto moving, Hath demiſed, granted, ſet, and to farm let, and by theſe preſents doth demiſe, grant, ſet, and to farm ſet unto the ſaid *J. L.* all and ſingular his Manors, Meſſuages, Houſes, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reverſions, and Services whatſoever, in the ſeveral Towns, Hamlets, Fields, and Territories of *A. B. C.* and *D.* in the ſaid County of *W.* or in any of them. To have and to hold the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and all other the Premiſſes, with all and ſingular their Appurtenances, to the ſaid *J. L.* his Executors and Aſſigns, immediately from and after the death of *M. B.* now wife of the ſaid *R. B.* for, and during the term of 100 years then next following, fully to be compleat and ended: Yielding and paying therefore yearly, during the ſaid term of 100 years, unto the ſaid *R. B.* his Heirs and Aſſigns, the Rent of 12 d. of good and lawful money of *England*, at the Feaſts of, &c. by eaven portions, if the ſame be lawfully demanded, for all manner of Suits, Services, Exactions and Demands. Provided allwayes, and upon Condition, That the ſaid *J. L.* ſhall not at any time hereafter, give, grant, bargain, alien, ſell, or leaſe the Premiſſes, or any part thereof, to any perſon or perſons, or incumber or charge the ſame, without licence and conſent of the ſaid *M. B.* his Executors or Adminiſtrators. And alſo upon Condition, That the ſaid *J. L.*

at all and every time and times hereafter, upon the requeſt or demand of the ſaid *M. B.* ſhall lawfully convey and aſſure all and ſingular the Premiſſes, with their Appurtenances, or any part or parcel thereof, to ſuch perſon or perſons as by the ſaid *M.* his Executors or Adminiſtrators, ſhall be named or appointed, for, and during all ſuch intereſt and term as ſhall then be unexpired of the ſaid 100 years, or for ſuch part or portion thereof, as by the ſaid *M.* ſhall be limited, nominated, or appointed. And provided alſo, and upon Condition, That if the ſaid *M.* her Executors or Adminiſtrators, at any time hereafter, do ſatisfie, content and pay, or cauſe to be ſatisfied, contented, and paid, or tendred to be paid unto the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, or to any of them, the Sum of 10 *s.* of lawful money of *England*, in the Pariſh Church-Porch of *W.* in the County of *W.* That then this preſent Leaſe, Demiſe and Grant, and every thing therein contained, and the term and intereſt of the ſaid *J. L.* of, and in the Premiſſes, and every part thereof, to be void, and of none effect. Theſe preſents, or any thing in the ſame contained, to the contrary thereof in any wiſe notwithſtanding. And the ſaid *R B.* and his Heirs and all and ſingular the Premiſſes, with all and every their Appurtenances unto the ſaid *J. L.* for, and during the term aforeſaid, in manner and form aforeſaid, and under the ſeveral Conditions before expreſſed, againſt all People ſhall and will warrant, and by theſe preſents defend. In witneſs, &c.

Of a Hundred Court or Leet by the Queen.

ELizabeth, by the Grace of God, &c. To all to whom theſe Preſents ſhall come, greeting. Whereas, we by our Letters Patents under the Seal of our Court of Exchequer, bearing date at *Weſtminſter* (ſuch a day and year), &c. Did Demiſe, Grant, and to Farm-let unto *J. M.* Eſquire, all that our Hundred of *B.* with all its Rights, Members, and Appurtenances in our County of *C.* and all thoſe our Annual Rents to the ſaid Hundred paid, and alſo all, and all manner of Courts Leet, view of *Frank-Pledge*, and Perquiſites, and Profits thereof; And alſo the Fines and Amerciaments in the Court of the Sheriffs Turn in the Hundred aforeſaid made: And alſo Suit of Court to the Hundred aforeſaid. And alſo all Goods, Chattels, waived Eſtrayes, and all other our Liberties, Priviledges, Franchiſes, Rights, Juriſdictions, Profits, Commodities, Advantages, and Emolumens whatſoever to the ſaid Hundred belonging or appertaining, or within the ſaid Hundred happening, coming, or renewing or ariſing: And for, and under the yearly Rent of 40 *s.* demiſed in as full and ample manner and form, as any Earl or Earls of *W.* in right, or by reaſon of the ſaid Hundred, at any time had, held, or enjoyed the ſame, or ought to have, held, or enjoyed the ſame: And as all and ſingular the Premiſſes did come, or ought to have come to our hands, and in our hands now are or ought to be (except nevertheleſs alwayes) to us and our Succeſſors, all, and all manner of Fines,

Fines, Amerciaments, and Iſſues yearly, and from time to time, coming, growing, or renewing in any of our Court, or Courts of Record, of us or our Succeſſors, or before the Juſtices of the Aſſiſe, of us or our Succeſſors, or before the Juſtices of the Peace of us or our Succeſſors, or before our, or our Succeſſors, Clerk of the Market, coming, growing, happening, ariſing or renewing, or liberty for the levying and gathering thereof, within the Hundred aforeſaid. To have and to hold the ſaid Hundred of *B.* certain Rents of Court, and Profits of the ſame, and all and ſingular other the Premiſſes whatſoever (except before excepted) to the ſaid *J. M.* his Executors and Aſſigns, from the Feaſt of, &c. for, and during the term of 21 years then next following, and fully to be compleat and ended, yielding yearly to us, and our Heirs and Succeſſors 40 s. of lawful money of *England*, as by our ſaid Letters Patents, more fully it may appear. Which ſaid Letters Patents, and all the Right, Title, Eſtate, Intereſt, and term of years yet to come, of, and in the Premiſſes, our well-beloved Subject *R. B.* of *W.* in the ſaid County of *W.* Eſquire, having, holding, and by due courſe of Law enjoying, and being our Tenant, hath ſurrendred the ſame unto us, and rendred up to be cancelled; yet nevertheleſs with intent, that we would vouchſafe to grant our Letters Patents concerning the Premiſſes to the ſaid *R.* and his Aſſigns, for the term of the lives of him the ſaid *R. T.* Eſq; and *R. E.* Gent. and the longer liver of them, which Surrender we accept by theſe preſents: Know ye, that we as well in conſideration of the Surrender aforeſaid, as for a Fine of, &c. of lawful money of *England*, at the Receit of our Exchequer, paid to our uſe by the ſaid *R. B.* by the advice of our truſty and beloved Counſellors *W.* Baron of *B.* our Treaſurer of *England*, and Sir *J. T.* Kt. Chancellor, and Under-Treaſurer of our Court of Exchequer, hath demiſed, granted, and to farm let, and by theſe Preſents do demiſe, grant, and to farm-let unto the ſaid *R. B.* all that foreſaid Hundred of *B.* with the Rights and Appurtenances thereof in our ſaid County of *W.* and all thoſe certain annual Rents to the ſaid Hundred paid, and alſo all, and all manner of Courts-Leets, view of *Frank-Pledge*, and Perquiſites and Profits of the ſame, and all Fines and Amerciaments in the Court of the Sheriffs Turn, in the Hundred aforeſaid done, and alſo Suit of Court at the Hundred aforeſaid. And alſo Goods and Chattels, waived Eſtrays, and all other our Liberties, Priviledges, Franchiſes, Rights, Juriſdictions, Profits, Commodities, Advantages and Emoluments whatſoever to the ſaid Hundred belonging or appertaining, or within the ſaid Hundred happening, coming, renewing or ariſing, and for, and under the foreſaid yearly Rent of 40 s. demiſed in as ample manner and form as any Earl or Earls of *W.* in right, or by reaſon of the ſaid Hundred ever had, held, or enjoyned, or ought to have, hold, or enjoy, and as all and ſingular the Premiſſes did come, or ought to have come to our hands, and now are or ought to be in our hands, and heretofore parcel of the poſſeſſions of the Earl of *W.* (except nevertheleſs) and alwayes to us, and our Heirs and Succeſſors, all, and all manner of Fines, Amerciaments, and Iſſues yearly, and from time to time coming, growing, or renewing in any Court or Courts of Record of us, or our Heirs and Succeſſors, beſides in the Court of the Hundred aforeſaid, or before Juſtices of

Aſſiſe of us, our Heirs or Succeſſors, or before our, and our Heirs and Succeſſors, Juſtices of the Peace, and Clerk of the Market, to us, our Heirs and Succeſſors, reſerved with liberty for Levying or Collecting of the ſame: To have and to hold the ſaid Hundred of *B.* the certain Rents of the Court, and the profits of the ſame, and all and ſingular other the Premiſſes above by theſe preſents demiſed, with the Rights, Members, Liberties thereof, with the Appurtenances whatſoever (except before excepted), unto the ſaid *R. B.* and his Aſſigns, for the term of the Lives of him the ſaid *R. B. T. E.* and *R. E.* and the longeſt liver of them, yielding and paying therefore yearly to us, and our Heirs and Succeſſors, 40 s. of lawful money of *England*, at the Feaſts of, &c. at the Feaſts of, &c. at the receipt of our Exchequer, our Heirs and Succeſſors, or to our Bayliffs, or Receivers of the Premiſſes for the time being, by equal portions, to be paid during the term aforeſaid. And after the deceaſe of every of the aforeſaid *R. B. T. E.* and *R. E.* then yielding and paying to us, our Heirs and Succeſſors 20 s. of lawful Engliſh money, in the name of a Herriot. **Provided alwayes**, That if it ſhall happen the Rent before by theſe Preſents reſerved, to be behind, and unpaid in part, or in all, by the ſpace of 40 days, after any of the ſaid Feaſt dayes, at which the ſame ought to be paid as aforeſaid. That then, and from thenceforth, this Grant to be void, and of none effect, any thing in theſe preſents to the contrary notwithſtanding; Any Statute, Act, Ordinance, Proviſion, Proclamation, or Reſtraint to the contrary heretofore had, made, publiſhed, ordained, or provided, or any other cauſe or matter whatſoever, in any wiſe notwithſtanding. In witneſs whereof, We have cauſed theſe our Letters to be made Patents, Witneſs our beloved and faithful Councellor, *W. Baron* of *B.* Treaſurer of *England*, at *Weſtminſter* the &c. day of, &c.

A Leaſe made for Indemnity of Sureties.

This Indenture, made, &c. Between *T. H.* of, &c. Eſquire, of the one part, and *W. T. W. D.* and *E. W.* on the other part, **Witneſſeth**, That whereas the ſaid *W. T. W. D.* and *E. W.* at the inſtance and ſpecial requeſt, and for the only Debt of the ſaid *T. H.* now are, and ſtand bounden unto *E. G.* in four ſeveral Obligations of divers great Sums of money, conditioned for payment of the ſeveral Sums of money in the Conditions of the ſaid Obligations mentioned, which ſaid ſeveral Obligations now are, and remain forfeited, and have alſo compounded and agreed with divers perſons, to whom the ſaid *T. H.* was indebted in divers great Sums of money, and have taken order for the ſatisfaction and payment thereof, amounting in all to, &c. **Now** the ſaid *T. H.* for the better ſecuring and ſaving harmleſs of the ſaid *W. T. W. D.* and *E. W.* and every of them, their, and every of their Heirs, Executors and Adminiſtrators, of, for, and from courting, and concerning all and every the ſaid Obligations, or Writings Obligatory, and the

Penalties,

Penalties, Forfeitures, and Sums thereof and therein contained, hath demiſed, granted, and to farm-let, and by theſe preſents, &c. all thoſe his Meſſuages &c. lying and being, &c. To have and to hold to the ſaid *W. T.* &c. their Executors and Aſſigns, for, and during all ſuch term and time, and until that the ſaid *W. T.* &c. their Executors or Aſſigns, ſhall and may, or otherwiſe might, without fraud or covin, have fully and wholly levied, received, perceived, and taken out, of, and in the ſaid Meſſuages, &c. or out of, or in the Fines, Rents, Iſſues, or Profits thereof, yearly ariſing, growing or coming, and all and every ſuch Sum and Sums of money, Loſſes, Coſts, Charges, and Damages whatſoever, as they the ſaid *W. T.* &c. and every or any of them, their, or any of their Heirs, Executors, or Adminiſtrators have heretofore, or ſhall hereafter *Bona fide* diſburſe, defray, ſatisfie, ſuſtain, or pay, for or by reaſon of the ſaid ſeveral Obligations, or the forfeiture thereof, or of any Action, Suit, Proceſs, Writ, Judgment, or Execution heretofore commenced, or hereafter to be in any ſort commenced, proſecuted, or purſued againſt them, or any of them, their, or any of their Heirs, Executors or Adminiſtrators, or againſt their, or any of their Goods, Chattels, Lands, or Tenements in any wiſe, yielding and paying therefore yearly, ſo long as the Premiſſes, or any part thereof, ſhall be, and remain in their, or any of their Poſſeſſion or Occupation, or in the Occupation of their, or any of their Aſſignee or Aſſignees, Under-Tenant or Under-Tenants, one Pepper Corn only at the Feaſt of, &c. if it be demanded.

A Covenant for the quiet enjoying, and to remain diſcharged of all Incumbrances —— Ut in aliis.

A Leaſe in Reverſion after two Lives.

THis Indenture made, &c. Between Sir *T. J.* of, &c. Kt. of the one part, and *R. P.* of, &c. Yeoman of the other part: Witneſſeth, That the ſaid Sir *T. J.* for, and in conſideration of the ſum of, &c. to him, by the ſaid *R. P.* before the enſealing and delivery hereof paid, in the name of a Fine or Income, the Receipt whereof, the ſaid Sir *T. J.* holdeth and acknowledgeth himſelf fully ſatisfied and paid, and thereof, &c. hath demiſed, &c. and by theſe preſents doth demiſe, &c. unto the ſaid *R. P.* his Executors, &c. all that one Meſſuage or Tenement of the ſaid Sir *T. J.* now in the Tenure or Occupation of the ſaid *R. P.* ſituate in &c. and alſo all the Houſes, Edifices, Buildings, Yards, Orchards, Gardens, Lands, Tenements, &c. and Hereditaments to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining. To have and to hold, occupy, and peaceably enjoy, the ſaid Meſſuage or Tenement, Houſes, &c. and all other the demiſed Premiſſes, with their Appurtenances, unto the ſaid *R. P.* his Executors, &c. immediately after the deceaſe of *A. B.* for, and during all the term and ſpace, and

unto

unto the full end and term of 21 years, from thence next and immediately following, fully to be compleat, determined and ended, with all, and all manner of Tenantly Profits, Commodities and Advantages, during the ſaid term, yielding and paying therefore yearly during the ſaid term, unto the ſaid Sir *T. J.* his Heirs and Aſſigns, the annual or yearly Rent of, &c. of lawful, &c. at the Feaſt dayes, &c. by even portions, with all ſuch Suits, Services, Boons, Averages and Duties, as other the Tenants of the ſaid Sir *T. J.* within his Mannor of *D.* ſhall, and uſe to do for their like Rent.

A Clauſe for Diſtreſs, for Non-payment of the Rent.

A Covenant for Reparations———
A general Warranty from the Leſſor, In witneſs, &c.

A Leaſe with many Reſervations, beſides the Rent.

THis Indenture made, &c. Between *R. B.* of, &c. Eſquire, of the one part, and *S. P.* of, &c. of the other part: Witneſſeth, That the ſaid *R. B.* for, and in conſideration of, &c. hath demiſed, granted, ſet, and to farm-let, unto the ſaid *S. P.* his Executors, &c. all that Meſſuage or Tenement, &c. ſcituate in, &c. now or late in the Tenure of, &c. To have and to hold to the ſaid *S. P.* his Executors, &c. from the Feaſt of, &c. laſt paſt, for, and during the term of 21 years, yielding and paying therefore yearly, &c. during the ſaid term, unto the ſaid *R. B.* the yearly Rent of, &c. of good and lawful, &c. at the Feaſt dayes of, &c. by eaven portions. And likewiſe yielding, paying, and doing the Boons, Averages, Duties, and Services of three dayes, ſhearing and reaping of Corn in the time of Harveſt, with able perſons. And alſo making, providing, and finding one good and ſufficient Muſket, with all things thereunto belonging; as namely, Bandaliers, &c. and an able man to bear the ſame, and to wait upon the ſaid *R. B.* or his Heirs, ſo often as the ſaid *R. B.* or his Heirs, ſhall be imployed in his Majeſties Service, with all other Duties, Suits and Services, as heretofore of right have been uſed, and accuſtomed to be yielded and done for the ſaid Meſſuage, Tenement and Premiſſes: And if it happen the ſaid yearly Rent of, &c. to be behind and unpaid by the ſpace of 20 dayes next after either of the ſaid Feaſts, &c. being lawfully demanded, that then the Eſtate, Right, Title, Intereſt, Claim and Demand of the ſaid *S. P.* her Executors, Adminiſtrators, or Aſſigns, to the before demiſed Premiſſes, and to every part and parcel thereof, to ceaſe, determine, and be utterly void. And likewiſe if it happen the ſaid Boons, Averages, Duties and Services before mentioned and ſpecified, or any part thereof, to be detained, and not yielded in time convenient, being likewiſe lawfully demanded, that then,

and

and from thenceforth it ſhall and may be lawful, to, and for the ſaid *R. B.* his Heirs and Aſſigns, into the before demiſed Premiſſes, and into every, or any part thereof, to enter and diſtrain; and the Diſtreſs and Diſtreſſes there taken, to lead, drive, chaſe, carry, and take away, and with him, his Heirs or Aſſigns, to impound, detain, and keep until the ſaid Boons, &c. be well and truly done, ſatisfied and paid.

A Covenant of the Leſſee for Reparations.

A Covenant of the Leſſor for the Enjoying.

A Leaſe made in conſideration of the Surrender of a former Leaſe.

THis Indenture made, &c. Between *T. J.* of, &c. Eſquire, of the one part, and *L. M.* of, &c. of the other part: Witneſſeth, That the ſaid *T. I.* as well for and in conſideration, that the ſaid *L. M.* hath ſurrendred and given to the ſaid *T. I.* one Indenture of Leaſe, formerly made by *T. S.* late of, &c. deceaſed, to the ſaid *L. M* for the term of three Lives yet in being, of all that part and portion of him the ſaid *T. S.* of, and in all that Meſſuage or Tenement, Lands, and Hereditaments hereafter in theſe preſents ſpecified, mentioned, and thereby demiſed; as alſo for and in conſideration of the ſum of, &c. of lawful Engliſh money, hath demiſed, granted, ſet, and to farm-let, and by theſe preſents doth demiſe, &c. unto the ſaid *L. M.* and his Aſſigns, all that part, purpart, and portion of the ſaid *T. I.* of, and in one Meſſuage or Tenement, lying and being in *N.* aforeſaid in the ſaid County of *L.* now or late in the Tenure or Occupation of the ſaid *L. M.* his Aſſignee or Aſſignees, together with all Houſes, Buildings, Orchards, &c. with their, and every of their Appurtenances whatſoever, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, To have and to hold all and ſingular the ſaid part and portion of the ſaid Meſſuage, &c. to the ſaid *L. M.* and his Aſſigns, from, and immediately after the date of theſe preſents, for, and during all the term of the ſeveral natural life and lives of the ſaid *L. M. E. M.* and *D. M.* the natural Sons of the ſaid *L. M.* party to theſe preſents, and for, and during all the term of the natural life of the Survivor and longer Liver of them, to and for all Tenantly Profits, Uſes and Commodities, and with free liberty to digg, get, and take Marle, Clay and Stones, and every, or any of them, and to cut down, and take any Woods, or Under-Woods in any part or parcel of the hereby demiſed Lands, belonging to the ſaid part or portion of the ſaid Meſſuage or Tenement-grounds, or other the Premiſſes, without impeachment of any manner of waſte, yielding and paying therefore yearly, during the ſaid term, to the ſaid *T. I.* his Heirs and Aſſigns, the ancient yearly Rent of, &c. of lawful, &c. at the Feaſt dayes, &c. by even and equal portions, together with ſuch Duties and Services as have

have heretofore been uſed and accuſtomed to be paid and done, for the ſaid part and portion of the ſaid Meſſuage, &c. at the dayes and times uſual and accuſtomed.

A Covenant with Warranty by the Leſſor, that the Leſſees ſhall quietly enjoy.

A Covenant, That the Leſſee ſhall do Service at the Leſſors Court Baron, and grind at his Mill.

A Leaſe of a Moſs-Room.

THis Indenture, &c. Witneſſeth, That the ſaid *A. B.* for, and in conſideration of the Sum of &c. to the ſaid *A. B.* by the ſaid *C. D.* paid, the receipt whereof the ſaid *A. B.* acknowledgeth, hath demiſed, &c. unto the ſaid *C. D.* his Executors, &c. all that Moſs-Room with the Appurtenances, lying and being in *R.* Moſs in the ſaid County of *L.* containing by eſtimation two Roods of Ground, be it more or leſs, now in the tenure of the ſaid *C. D.* or his Aſſigns, together with all Wayes, Entries, Paſſages, Liberties, Eaſements, Commodities and Advantages in or to belonging, or to, or with the ſame heretofore uſed or enjoyed, or at any time accepted, taken, reputed or known, as part, parcel, or member thereof, with all and ſingular the Appurtenances thereof. To have and to hold the ſaid Moſs-Room, with the Appurtenances unto the ſaid *C. D.* and his Aſſigns, for and during all the term of the natural life and lives of him the ſaid *C. D.* and of *M.* and *E.* the Daughters of the ſaid *C. D.* and of every of them, and the longeſt liver of them, to and for the moſt gain, profit, and advantage of him the ſaid *C. D.* and his Aſſigns, for and during all the ſaid term, for the digging, getting, drying, leading, and carrying away of Turves, yielding and paying therefore yearly during all the ſaid term to the ſaid *A. B.* his Heirs and Aſſigns, the yearly Rent of 12*d.* of lawful &c. at, in, or upon the &c. if it be lawfully demanded, for all manner of Rents, Suits, Levies, Taxations, Impoſitions and Demands whatſoever due for the ſaid Moſs-Room.

A Covenant for the Leſſor to warrant the Injoyment.

A Letter of Attorney to give Livery and Seiſin.

A Leaſe of Tythes belonging to a Free-School.

THis Indenture, &c. Between the Bayliffs and Burgeſſes of the Town of *S.* in the County of *S.* and *T. A.* Clerk, late Head, or chief School-maſter of the free Grammar School of the late King *Ed.* 6. in the ſaid Town of *S.* on the one part, and *D. L.* of the ſaid Town of *S* Bayliff or Receiver of the Rents and Revenues of the ſame School of the other part, Witneſſeth, That the ſaid Bayliffs, Burgeſſes, and *T. A.* by and with the aſſent and conſent of *T. L.* now chief or head School-Maſter of the ſaid School, have demiſed, granted, leaſed, ſet, and let, and by theſe Preſents do demiſe, &c. unto the ſaid *D. L.* all thoſe the Tythes of Corn and Hay yearly growing, increaſing, or ariſing in the Townſhip of *B.* and the Fields thereof in the ſaid County of *S.* lately belonging and being parcel of the Poſſeſſions of the ſame School, To have and to hold the ſaid Tythes of Corn and Hay to the ſaid *D. L.* and his Aſſigns, from and immediately after the end, determination, and expiration of one Leaſe heretofore made of the Premiſſes, to one *T. R.* or from the time that the ſame Leaſe by Surrender, Forfeiture, or by any other means ſhall happen to be expired or determined, unto the end and term, and for and during the term of 21 years, from thence next following, and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term to the Bayliffs and Burgeſſes, and to their Succeſſors for the time being, the Sum of 20 Marks of lawful Engliſh money at the Feaſts of &c. by even portions for all and all manner of Rents, Services, and Demands whatſoever, to be paid within the Boothall, otherwiſe called the Guild-Hall of the ſaid Town. And if it happen the ſaid yearly Rent of 20 Marks, or any part thereof to be behind and unpaid in part, or in all, by the ſpace of one month next after either of the ſaid Feaſts, in which the ſame ought to be paid, That then it ſhall and may be lawful to and for the ſaid Bayliffs and Burgeſſes, and their Succeſſors, into the ſaid Tythes, and every part and parcel thereof, to re-enter, and the ſame to have again, repoſſeſs, and enjoy as in their former Eſtate, any thing in this Indenture here before mentioned to the contrary in any wiſe notwithſtanding. And the ſaid *D. L.* for himſelf &c. doth covenant &c. to and with the ſaid &c. by theſe preſents, That he the ſaid *D. L.* his &c. ſhall and will yearly during the ſaid term of 21 years, well and truly content and pay, or cauſe to be contented and paid, to the ſaid *B.* and *B* and their Succeſſors for the time being, at the Boothall aforeſaid, at the Feaſts aforeſaid, or within one month next after either of the ſaid Feaſt dayes aforeſaid, the ſaid yearly Rent of 20 Marks by even portions, according to the true intent, meaning, and effect of theſe preſents. And the ſaid *B.* and *B.* for them and their Succeſſors, doth covenant, &c. to and with the ſaid *D. L.* his Executors, &c. by theſe preſents, in manner and form following, That is to ſay, That he the ſaid *D. L.* and his Aſſigns, ſhall or may during the

the ſaid term of 21 years, peaceably and quietly have, hold, &c. the ſaid Tythes, &c. without any lawful let, &c. of any perſon or perſons; and that the ſaid *B.* and *B.* and their Succeſſors for the ſaid yearly Rent, ſo by theſe Preſents reſerved as aforeſaid, ſhall and will from time to time during the ſaid term of 21 years, acquit, and diſcharge, or ſave or keep harmleſs as well the ſaid *D. L.* his &c. as the ſaid Tythes, and every part and parcel thereof, from, and concerning all other Rents, Payments, and Charges whatſoever, iſſuing out of the Premiſſes, other then the yearly Rent of 20 Marks aforeſaid, by theſe preſents reſerved, other then ſuch duties &c. as ſhall happen to be due by the only act or acts of the ſaid *D. L.* or his Aſſigns. In witneſs, &c.

Of a Rectory Impropriate.

THis Indenture, &c. Between *A. B.* of &c. of the one part, and *C. D.* of &c. of the other part; Witneſſeth, That the ſaid *A. B.* for and in conſideration of &c. the receipt whereof the ſaid *A. B.* acknowledgeth, and thereof doth acquit &c. the ſaid *C. D.* his Executors, &c. by theſe preſents, hath demiſed &c. unto the ſaid *C. D.* and his Aſſigns, all that the Parſonage, Pariſh-Church of St. *J.* in the Town of *S.* ſometimes appropriate, united, belonging to, or appertaining, unto the late diſſolved Chantry or Colledge of St. *M. M.* near *S* otherwiſe called the Colledge of *B.* with all Lands, Tenements, and all manner of Tythes and Tenths, Reverſion or Reverſions of Tythes or Tenths, of Corn, Grain, and Hay, Wooll, Lamb, Flax, Hemp, Honey, and all manner of predial, perſonal, and mixt Tythes or Tenths whatſoever, yearly coming, ariſing, growing and renewing, within the ſaid Pariſh of St. *J.* within the Town of *S.* aforeſaid, or in any other place or places, Townſhips or Hamlets, to the ſaid Rectory, Pariſh Church, or Chappel of St. *J.* belonging or appertaining, or being reputed, taken, or known, as part, parcel, or member thereof, or to the ſame belonging or appertaining, or uſed to be ſet, demiſed, or let, as part, parcel, or member of the ſaid Rectory, Parſonage, Pariſh Church, or Chappel of St. *J.* aforeſaid: To have and to hold, &c. to the ſaid *C. D.* and his Aſſigns, from the day of the date hereof, for and during the term of &c. yielding and paying, &c.

A Covenant for the quiet enjoying, &c. ut in aliis.

Of a Parſonage for term of life.

THis Indenture made, &c. Between *A. B.* Clerk, Parſon of &c. of the one part, and *C. D.* of &c. of the other part: Witneſſeth, That the ſaid *A. B.* for and in conſideration of the Sum of &c. whereof and wherewith the ſaid *A. B.* acknowledgeth himſelf ſatisfied &c. Hath demiſed, granted, ſet, and to Farm-let, and by theſe preſents doth demiſe &c. unto the ſaid *C. D.* his Executors and Aſſigns, &c. all that his Rectory or Parſonage of *E.* in the ſaid County of &c. with all and ſingular Houſes, Glebe-Lands, with all and ſingular the Appurtenances, ſet, lying, and being in *E.* aforeſaid, together with all manner of Tythes, as well perſonal as predial, and all Oblations, Profits, and Commodities, growing, ariſing, or yearly coming, in or out of the ſaid Rectory or Parſonage, (the Profits ariſing and coming, by reaſon of or for any burial of Corps unto the ſaid Parſon, only excepted, and to the ſaid Parſon alwayes reſerved): To have and to hold, and enjoy the ſaid Rectory or Parſonage of *E.* with the Houſes and Glebe-Lands thereunto belonging, together with all and ſingular the Tythes of Corn, Grain, and Hay, and privy Tythes, Offerings, Oblations, and all other Profits and Commodities, coming, growing, or yearly ariſing, or of right belonging to the ſaid Rectory or Parſonage, (except before excepted) unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, from the day of the making hereof, for and during ſo long time as the ſaid *A. B.* ſhall remain in his natural life, yielding and paying therefore yearly unto the ſaid *A. B.* or to his Aſſigns, the Sum of &c. of lawful money, &c. at the four uſual Feaſts in the year; That is to ſay, At the Feaſt of &c. by even and equal portions. In witneſs, &c.

And for non-payment a Clauſe for Re-entry.

AND it is covenanted, granted, and agreed, by and between the ſaid parties by theſe preſents; And the ſaid *A. B.* for himſelf &c. doth covenant and grant, to and with the ſaid *C. D.* his Executors, &c. not only from time to time from henceforth during the ſaid term, ſerve or ſay within the ſaid Pariſh Church of *E.* all manner of Divine Service, and adminiſter unto the Pariſhioners there, all manner of Sacraments, and Sacramental Duties, during this preſent Leaſe, or elſe ſhall at his proper Coſts and Charges, find a lawful and ſufficient Prieſt or Miniſter in his ſtead or place, which from time to time, during the time aforeſaid, ſhall well, truly, and lawfully execute, accompliſh, and perform, and do the ſame, in ſuch manner and

and form as the ſaid *A.* ought to do. But alſo to exonerate and diſcharge the ſaid *C.* his Executors or Aſſigns, of and from all other Charges, Tenths, Subſidies, Proxies: And alſo all manner of Dilapidations, and all other Incumbrances, as well ordinary as extraordinary, due or going out of the Rectory or Parſonage, or wherewith the ſame may be charged or chargeable to our Soveraign Lord the King, his Heirs or Succeſſors, or to the Ordinary, or to any other perſon or perſons whatſoever, during the time aforeſaid. And the ſaid *C. D.* doth for him &c. covenant &c. that he the ſaid *C.* ſhall yearly, and every year, deliver or cauſe to be delivered, at the feaſt-day of the Nativity of our Lord God, 8 Buſhels of good, clean, and merchantable Wheat. And further, that neither he, nor his Executors, or Aſſigns, ſhall ſurrender or leave up into the hands of the ſaid *A.* the ſaid Rectory or Parſonage, but ſhall hold the ſame for and during the term aforeſaid, and alſo ſhall and will, during all the ſaid time, well and ſufficiently repair the ſaid Parſonage Houſes, and all Edifices thereunto belonging, and the ſame ſo ſufficiently repaired and amended at the end, or other determination of this preſent Leaſe, ſhall leave and yield up. And the ſaid *A. B.* for him &c. doth covenant &c. to and with the ſaid *C. D.* by theſe Preſents, that he the ſaid *A.* will, during his natural life, keep and hold the ſaid Rectory or Parſonage in his own Right and Title, and ſhall not ſurrender or reſign the ſame unto the Patron or Ordinary, nor do any Act or Thing, whereby he may forfeit, or be legally deprived of the ſame. In witneſs, &c.

A Leaſe of a Mannor for years, with ſeveral Redendums.

THis Indenture, &c. Between *R. B.* of *S.* in the County of *Y.* Eſq; on the one part, and the Right Honourable *G.* Earl of *S.* of the other part, Witneſſeth, That the ſaid *R. B.* for divers and ſundry good cauſes and conſiderations him thereunto moving, hath demiſed, granted, ſet, and to Farm-let, and by theſe preſents doth demiſe &c. unto the ſaid Earl and his Aſſigns, all that his Seigniory or Lordſhip of *S.* and the Rectory and Church of *S.* with all their Rights, Members, and Appurtenances whatſoever, in the ſaid County of *Y.* and the View of Frank pledge to be holden within the ſaid Mannor, and all Fairs and Markets to be holden from time to time, within the ſaid Mannor or Town of *S.* and one paſſage over the Water of *O.* near unto *S.* aforeſaid, with all Houſes, Mills, Lands, Tenements, Rents, Reverſions, and Services, Tythes, Court-Leets, View of Frank-pledge, Franchiſes, Liberties, Priviledges, Royalties, Commodities, Waters, Fiſhing, and other Hereditaments whatſoever, in the Town, Field, Hamlets, or Territories of *S.* aforeſaid, *S.* and *T.* or any other place within the ſaid County of *Y.* to the ſaid Mannor, Seigniority, or Lordſhip, or Rectory, or any of them, by any ways or means belonging or appertaining, or as part, parcel, or member of them, or any of them, heretofore had, taken,

Demiſe.

taken, known, accepted, reputed, or uſed: And all that Scite and Precinct of the late diſſolved houſe or Monaſtery of *S.* aforeſaid: And all that his Park called *S.* Park, and all other his Meſſuages, Lands, Tenements, Liberties, Franchiſes, Commodities, Fairs, Markets, and Hereditaments whatſoever, ſcituate, lying, and being, perceived, had, or uſed within the Town, Fields, or Pariſh of *S.* aforeſaid. And alſo all thoſe his ſeveral Mannors of *S.* and *A. S.* or to either of them appertaining or belonging, or being accepted, reputed, known, or taken to be, as part, parcel, or member of them, or either of them: And all thoſe his Mannors, Seigniories, or Lordſhips of *F.* and *L.* with their Rights, Members, and Appurtenances in the ſaid County of *T.* and all and ſingular the Meſſuages, Cottages, Lands, Tenements, Meadows, Leaſowes, Cloſes, Paſtures, Feedings, Woods, Under-Woods, Rents, Reverſions, Services, Courts-Leet, View of Frankpledge, and Profits of Courts-Leets, and other Hereditaments whatſoever, to the ſaid ſeveral Mannors, Seigniories, or Lordſhips of *F.* and *H.* or either of them, belonging or appertaining, lying, reputed, accepted, or taken, as part, parcel, or member of the ſame, or any of them. And all other the Lands, Tenements, and Hereditaments of the ſaid *R. B* ſcituate, lying, and being, perceived, or uſed, in the Towns, Villages, or Hamlets of *F.* and *H.* or in any or either of them, in the ſaid County of *T.* (except and at all times forepriſed) out of this preſent Leaſe and Grant, all ſuch Lands, Grounds, and Hereditaments in *F.* aforeſaid, as *J. C.* Eſq; did lately purchaſe of the ſaid *R. B.* for the Sum of, &c. And the ſaid *R. B.* hath alſo demiſed, granted, &c. and by theſe Preſents doth demiſe, grant, &c. unto the ſaid *E.* all his Reverſion and Reverſions, of all and ſingular the ſaid ſeveral Mannors, Rectory, Meſſuages, Cottages, Lands, Tenements, Tithes, Woods, Under-woods, Franchiſes, Liberties, Hereditaments, and other the Premiſſes here before demiſed (except before excepted;) together with all manner of Rents reſerved upon all and every Leaſe, Demiſe, or Grant, made of the ſaid Mannors, Rectory, Meſſuages, Tithes, Lands, Hereditaments, and other the demiſed Premiſſes, except as aforeſaid: To have and to hold the ſaid ſeveral Mannors, together with the Scite and Precinct of the ſaid late diſſolved Monaſtery, and all and ſingular other the ſaid Rectory, Tithes, Meſſuages, Lands, Grounds, Hereditaments, and all and ſingular the other demiſed Premiſſes, with the Appurtenances, (except before excepted) unto the ſaid *E.* his Executors and Aſſigns, from the day of the date of theſe Preſents, for and during, and unto the full end and term of, &c. years, fully to be compleat and ended, yielding and paying therefore yearly, and every year during the ſaid term, to the ſaid *R. B.* during his life, if he ſhall ſo long live; and after his deceaſe, then to ſuch perſon or perſons, his or their Heirs, to whom the Reverſion and Inheritance of the ſaid ſeveral Mannors, Lands, &c. doth or ſhall appertain, the ſeveral yearly Rents hereafter ordained and limited: That is to ſay, For the ſaid Mannor or Lordſhip of *S.* and the ſaid Scite, Circuit, and Precinct of the ſaid late diſſolved Monaſtery, Rectory, and Church of *S.* and all other the demiſed Premiſſes in *S. T.* and *T.* aforeſaid, the yearly Rent or Sum of, &c. And for the ſaid Mannors of *S.* and *A. S.* and other the ſaid Grounds, Lands, &c. in

Exception.

Habend.

Reddendum.

S. and *A. S.* aforeſaid, the yearly Rent or Sum of &c. And for the ſaid Mannors of *F.* and *H.* aforeſaid, and other the demiſed Premiſſes in *F.* and *H.* aforeſaid, the yearly Rent or Sum of &c. of lawful money of *England*, at two dayes or Feaſts in the year: That is to ſay, at the Feaſt of &c. by even portions. And if, and as often as it ſhall happen or fortune the ſaid ſeveral yearly Rents before hereby reſerved, or any of them to be behind and unpaid, in part, or the whole, by the ſpace of 20 dayes, next after either of the ſaid Feaſt-dayes of payment, at which the ſame ought to be paid; that then, and ſo often it ſhall and may be lawful, to and for the ſaid *R. B.* during his life, and after his deceaſe, to ſuch perſon or perſons, to whom the Reverſion or Inheritance of the demiſed Premiſſes doth or ſhall then appertain, into the ſaid demiſed Premiſſes, to enter and diſtrain, &c.

A Covenant of the Leſſor, for the quiet enjoyment and diſcharge of all former Incumbrances.

EXcept and alwayes reſerved, all and every Leaſe and Leaſes made of the ſaid demiſed Premiſſes, or of any part and parcel thereof, for the term of 21 years or under, and not above, whereupon the Rent moſt uſually paid for the ſame, within the ſpace of &c. years laſt paſt, or more is reſerved, the ſame being paid yearly, during the continuance of ſuch Leaſe or Leaſes. And except alſo one Leaſe made by the ſaid *R. B.* of one parcel of the demiſed Premiſſes, unto one *B.* for 40 years. And except alſo the Right and Title of Dower of *E.* the Daughter of &c. whom the ſaid *R. B.* heretofore eſpouſed and took to wife. And except alſo all Rents and Services from henceforth to be due or payable, and not before due for the demiſed Premiſſes, or any part or parcel thereof, unto our Soveraign Lord the King's Majeſty, his Heirs or Succeſſors, and other the Lord and Lords of the Fee or Fees thereof.

A Covenant by the Leſſor for further aſſurance.

AND furthermore, The ſaid *R. B.* for him &c. doth covenant &c. to and with the ſaid *E.* his Executors, &c. by theſe preſents, That the ſaid *R. B.* ſhall and will at all and every time and times hereafter, when and as often as he ſhall be thereunto reaſonably required by the ſaid *E.* his Executors or Aſſigns, and at the Coſts and Charges in the Law of the ſaid *E.* his Executors, &c. by his ſufficient Deed or Deeds indented, make unto the ſaid *E.* his Executors and Aſſigns, being in poſſeſſion of the ſaid demiſed Premiſſes, by force of theſe preſent Indentures, ſuch Leaſe and Leaſes,

Demiſe

Demiſe or Demiſes, Grant or Grants of the ſaid ſeveral Mannors, Rectory, Lands, Tenements, Hereditaments, and other the ſaid demiſed Premiſſes, for the term and ſpace of 21 years, from the day of the date of every of the ſame Indentures, or Deeds indented, ſo thereof to be made as aforeſaid, as by the ſaid *E.* his Executors or Aſſigns, or by his or their learned Councel, ſhall be reaſonably adviſed or deviſed. And that in and by the ſame, all and every ſuch new Leaſe or Leaſes there ſhall be reſerved, the ſeveral Rents aforeſaid, and the ſame to be paid yearly, in ſuch manner and form as is limited in and by theſe preſents, and that therein alſo ſhall be contained ſuch like Covenants, Grants, Exceptions, Reverſions, and Agreements, in effect and ſubſtance as be contained in theſe Indentures, and not otherwiſe, nor in any other manner and form: In witneſs whereof, &c.

A Leaſe of a Mannor, with a Covenant that the Land only by Diſtreſs, and not the perſon of the Leſſee ſhall be lyable to the Rent reſerved.

THis Indenture made, &c. Between *A.B.* of &c Gent. of the one part, and *C. D.* of &c. of the other part, Witneſſeth, That the ſaid *A. B.* hath demiſed, &c. the Mannor of *S.* &c. to the ſaid *C. D.* his Executors, &c. To have and to hold to the ſaid *C. D.* his Executors, &c. for 21 years, yielding and paying therefore yearly the ſum of &c. at the two Feaſts of &c. Provided alwaies, and it is ſo concluded and agreed, by and between the ſaid parties, for themſelves and either of them, their and either of their heirs, Executors, and Adminiſtrators, and every of them by theſe preſents: And the ſaid *A. B.* for him, &c. doth covenant, &c. to and with the ſaid *C. D.* his Executors and Aſſigns, by theſe preſents, that neither the reſervation of the ſaid Rent, nor any thing in theſe preſents contained ſhall by any wayes or means, extend to charge the perſons of the ſaid *C. D.* his Executors or Aſſigns, by occaſion of Debt, or any other wayes, with or for the ſaid yearly Rent, but only to charge the ſaid ſeveral Mannors, and other the Premiſſes, by way of Diſtreſs for non-payment of the ſaid Rent before reſerved, and not otherwiſe.

A Covenant like to that in the former Precedent for renewing of Leaſes of the Premiſſes.

In witneſs, &c.

A ſhort Leaſe of Lands for a Term, the Rent to be paid after the Leſſors deceaſe to his Heir in tail.

THis Indenture, &c. Between *A. B.* of &c. Gent. of the one part, and *C. D.* of &c. of the other part, Witneſſeth, That the ſaid *A. B.* for divers good cauſes, &c. hath demiſed, granted, &c. unto the ſaid *C. D.* all that the Mannor of *S.* with the Appurtenances, &c. To have and to hold &c. unto the ſaid *C. D.* and his Aſſigns, for and during the term of 21 years, &c. yielding therefore yearly, during the ſaid term unto the ſaid *A. B.* and to the Heirs of the Body of the ſame *A. B.* which he ſhall hereafter have and beget, of ſuch Woman as he ſhall hereafter marry and take to Wife: and for default of ſuch Iſſue, then to *R. B.* his Heirs and Aſſigns, the old and accuſtomed Rent, at ſuch dayes and times as the ſame hath been accuſtomed to be paid, &c.

A Leaſe of a Houſe in London.

Conſideration. THis Indenture made, &c. Between *D. F.* of *W.* in the County of *S.* Widow, and *J. S.* of *W.* aforeſaid, Gent. of the one part, and *D. T.* Cit. and H. of *L.* of the other part, Witneſſeth, That the ſaid *D.* and *J. S.* for and in conſideration of the ſum of 100 *l.* of currant Engliſh mony, to them in hand paid by the ſaid *D. T.* at and before the enſealing and delivery of theſe preſents, the Receipt whereof they do hereby acknowledge, and themſelves therewith ſatisfied, and thereof, and of every part thereof, do clearly acquit and diſcharge the ſaid *D. T.* his Executors and Adminiſtrators, and every of them by theſe preſents, *The Demiſe.* have demiſed, granted, ſet, and to farm-letten, and by theſe preſents do demiſe, grant, ſet, and to farm-let unto the ſaid *D. T.* all that Meſſuage or Tenement, with the Appurtenances, ſcituate, lying and being in *C.* commonly called or known by the name of *R.* now in the Tenure or Occupation of the ſaid *D. T.* Together with all Shops, Cellars, Sollers, Chambers, Rooms, Eaſements, Commodities, and Appurtenances whatſoever, to the ſaid demiſed Meſſuage or Tenement belonging, or in any wiſe appertaining: To have and to hold the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes, with the Appurtenances, and every part and parcel thereof to the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of the Annun. next coming after the date hereof, unto the end and term of 21 years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly unto the ſaid *D. F.* for ſo many years of the ſaid Term, as ſhe ſhall live; And then afterwards to the ſaid *J. S* his Heirs and Aſſigns, during the ſaid

ſaid Term, the yearly Rent of 30 *l.* of currant Engliſh money, at the four uſual Feaſts or Terms in the year: That is to ſay, At the Feaſt of the Nat. of St. *John Bapt.* St. *M.* the Arch. the Birth of, &c. and the Annun. by even and equal portions. And if it ſhall happen the ſaid yearly Rent of 30 *l.* to be behind, unpaid in part or in all, by the ſpace of 14 dayes next after any of the ſaid Feaſts, at which as aforeſaid, the ſame ought to be paid: Or if the ſaid *D. T.* his Executors or Adminiſtrators, ſhall or do, at any time hereafter, let, aſſign, or ſet over any part or parcel of the ſaid Meſſuage or Tenement, or any part thereof, to any perſon or perſons whatſoever, without the ſpecial Licence of the ſaid *D. F.* and *J. S.* their Heirs or Aſſigns, or ſome of them in Writing, under her, his, or one of their Hands and Seals. And further, If the ſaid *D. T.* his Executors, Adminiſtrators, or Aſſigns, ſhall alter and change any part of the ſaid Meſſuage or Tenement, to or for the weakning or impairing of the ſame, or ſhall remove any principal Timber or Supporters of the ſaid Meſſuage or Tenement without the leave and conſent of the ſaid *D. F.* and *J. S.* their Heirs or Aſſigns, or ſome of them firſt had and obtained in writing under their hands, that then and ſo often it ſhall and may be lawful to and for the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns, into the ſaid demiſed Premiſſes, and into every part thereof, to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as in her, his, or their former Eſtate, this preſent Indenture of Leaſe, or any thing therein contained, to the contrary therein, in any wiſe notwithſtanding. *Clauſe for Re-entry.* *Covenant for Reparations.* And the ſaid *D. T.* doth covenant, promiſe, and grant, for him, his Executors, Adminiſtrators, and Aſſigns, to and with the ſaid D. *F.* and *J. S.* their Heirs and Aſſigns by theſe preſents, that he the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, at his and their proper coſts and charges, the Meſſuage or Tenement here before by theſe preſents demiſed, with the Appurtenances, ſhall and will repair, ſuſtain, ſupport, amend, and maintain; and all the Privies, Sieges, and Wydraughts, of or belonging to the Premiſſes, and the Glaſs Windows; as alſo the Pavements as well within the ſaid Meſſuage, as without in the high Street, before, or belonging to the ſame, ſhall at his, or their like Coſts and Charges, well and ſufficiently repair, purge, ſcour, pave, glaze, cleanſe, amend, and maintain, from time to time, as often as need ſhall require, during the ſaid term. And furthermore, the ſaid *D. T* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns by theſe preſents, That he the ſaid *D. T.* will at his own proper coſts and charges, before the Feaſt day of St. *M.* the Arch. next coming, after the date hereof, lay out and beſtow upon the repair of the above demiſed Premiſſes, the ſum of 40 *l.* of currant Engliſh money, in ſuch place and places, part and parts thereof, as the Work-men aſſigned and appointed by the ſaid *D. F.* and *J. S.* or one of them, or the Heirs or Aſſigns of them, or one of them, ſhall order and appoint him, his Executors or Aſſigns, to beſtow the ſame. And the ſaid Meſſuage or Tenement, and Premiſſes, ſo well and ſufficiently repaired, paved, ſcoured, cleanſed, glazed, purged, ſuſtained, and amended, together with all the Wainſcot in any part of the Premiſſes, now being or

remaining, with all Doors, Locks, Keys, Glaſs, and Glaſs-Windows, in or about the ſaid Meſſuage or Tenement, and Premiſſes, in good ſufficient and tenentable Reparations, at the end of the ſaid term, or any other determination of this Leaſe, ſhall leave and yield up unto the ſaid *D. F.* and *J. S.* or one of them, their or one of their Heirs or Aſſigns. And the ſaid *D. T.* doth covenant, promiſe, and grant, for him, his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, that it ſhall and may be lawful to, and for the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns, with Workmen, and others, to have and take free liberty of ingreſs, egreſs, and regreſs, in, and to, and from the above demiſed Premiſſes, and every or any part thereof, four times a year yearly, during the ſaid term, to view, ſearch and ſee, whether the ſaid Meſſuage or Tenement, and Premiſſes, be well and ſufficiently repaired, cleanſed, ſcoured, paved, amended, and maintained, as the ſame ought to be, by the true meaning of theſe Preſents, or not, and to give or leave warning in writing at the ſaid demiſed Premiſſes, to and for the ſaid *D. T.* his Executors or Aſſigns, to repair and amend the defaults therein ſpecified within three months then next enſuing. And it is further agreed, and the ſaid *D T.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant, to and with the ſaid *D. F.* and *J. S.* their and either of their Heirs and Aſſigns by theſe preſents, to pay all manner of Taxes, Aſſeſſments, Quit-rents, and Duties whatſoever, which ſhall grow due from the demiſed Premiſſes, during the ſaid term hereby letten. And the ſaid *D F.* and *J. S.* do for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, reſpectively, and for every of them, covenant, promiſe, and grant, to and with the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, and with every of them, by theſe preſents, that he the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, paying the ſaid yearly Rent of 30 *l.* reſpectively and ſucceſſively, in manner and form aforeſaid, and doing and performing all the other Covenants, Grants, Articles, Conditions, and Agreements above in theſe preſents declared and ſpecified, which on his and their parts and behalf, are to be performed and kept; ſhall or may, according to the true meaning of theſe preſents, peaceably and quietly have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, and all and ſingular the demiſed Premiſſes, with the Appurtenances, without any let, trouble, or interruption of the ſaid *D. F.* and *J. S.* or either of them, their, or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming, by, from, or under her, his, or their Right, Title, or Intereſt, during the ſaid term of 21 years, by theſe preſents granted: In witneſs, &c.

A Covenant to come into the Premiſſes to view Reparations.

A Covenant that the Leſſee ſhall enjoy the Premiſſes.

A Leaſe of Lands revocable upon payment of a ſum of money to a Daughter.

THis Indenture, &c. Between *R. R.* of *R.* in the County of *L.* Eſq; of the one part, and *J. C.* of &c. Eſq; and *A. H.* of &c. in the ſaid County Gent. of the other part, Witneſſeth, That the ſaid *R.* as well for and in conſideration of the natural love and affection which he hath and beareth unto *M. R.* one of the Daughters of the ſaid *R. R.* as yet unpreferred in marriage, and for raiſing of a competent marriage portion to and for the ſaid *M.* in caſe ſhe ſhould ſurvive the ſaid *R.* and be unmarried at the time of his death, or do marry with his conſent and good liking in his life time, as alſo for divers other good cauſes and conſiderations him thereunto eſpecially moving, hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe unto the ſaid *J. C.* and *R. H.* All that the ſcite and capital Meſſuage called by the name of *B.* and all Out-houſes, Barns, Stables, and other Edifices and Buildings, Yards, Orchards, Gardens, Toſts, Croſts, Curtilages, Lands, Tenements, Meadows, Leaſowes, Paſtures, Ferdings, Woods, Underwoods, Wayes, Waters, Water-courſes, Fiſhings, Ponds, Pools, Commons, Common of Paſture, Moſs-room Heath, Turbary, Profits, Commodities, and Emoluments, with their, and every of their Appurtenances whatſoever, to the ſaid Capital Meſſuage, and Scite belonging, or in any wiſe appertaining, or with the ſame heretofore uſed, occupied, or enjoyed, or accepted, executed, known, or taken, as part, parcel, or member of the ſame, containing by eſtimation, 70 Acres of the large meaſure, or there abouts, be the ſame more or leſſe, all and ſingular which ſaid Scite, Capital Meſſuage, and other the Premiſſes, with their, and every of their Appurtenances, are ſcituate, lying and being in *R.* in the ſaid County of *L.* and are now in the Tenure or Occupation of the ſaid *R. R.* or his Aſſignee or Aſſignees, being alſo parcel of his Inheritance. And the ſaid *R. R.* for the conſideration aforeſaid, hath alſo demiſed, granted, and to farm letten, and by theſe preſents doth demiſe, &c unto the ſaid *J. C.* and *A. H.* and *R. H.* all thoſe ſeveral Cloſes, and parcels of Ground, with their Appurtenances hereafter particularly mentioned, That is to ſay, &c. with all manner of Wayes, Entries and Paſſages, to and from the ſaid Gloſes and parcels of Ground, ſeverally and reſpectively belonging, Waters, Water-courſes, &c. with their, and every of their Appurtenances whatſoever, to the ſaid ſeveral Cloſes of Ground, and every, or any of them beloning or appertaining, all and ſingular which ſaid Premiſſes, laſt mentioned to be demiſed, are ſcituate, lying and being in the Town, Territories, Liberties, Hamlets, or Fields of *C.* and *R.* in the ſaid County of *L.* and now are, or lately were in the Tenure or Occupation of the ſaid *R. R.* or of his Aſſignee or Aſſignees, and are parcel of his Inheritance, To have and to hold all and ſingular the ſaid ſeveral Cloſes, and parcels of Ground, and all other the demiſed Premiſſes, with their Appur-

Conſideration.

Demiſe.

Habend.

tenances, unto the ſaid *J. C.* and *A. H.* and *R. H.* and to the Survivors and Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of the Survivors and Survivor of them, from and immediately after the death of the ſaid *R. R.* for, and during, and until the full end and term of ten years from thence next following, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid Term, unto the ſaid *R. R.* his Heirs and Aſſigns, one Pepper-Corn, onely at the Feaſt of Saint *M.* in Winter, (if it ſhall be lawfully demanded) for all Rents, Suits, Services and Demands whatſoever. **Provided alwayes**, and the true intent and meaning of this preſent demiſe and grant, and of the parties thereunto is, That they the ſaid *J. C.* &c. and the Survivors and Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of the Survivor of them, being hereby nominated and appointed Leſſees in Truſt and Confidence, ſhall out of the yearly Rents, Iſſues, Profits, and Emoluments of the ſaid demiſed Premiſſes, with the Appurtenances, well and truly pay, or cauſe to be paid, unto the ſaid *M.* or her Aſſigns, yearly, and every year, untill the ſum of 200 l. of lawful, &c. be ſatisfied and paid, after the rate or ſum of 40 l. a year, of like lawful Engliſh money, at 2 Feaſts or Dayes of payment in every year; **That is to ſay**, at the Feaſt of, &c. or within 21 dayes after either of the ſaid Feaſts, by eaven portions, at the South-Porch of the Pariſh-Church of *W.* in the ſaid County. **Provided alſo nevertheleſs**, That if the Heirs or Aſſigns of the ſaid *R. R.* do, and ſhall well and truly pay, or cauſe to be paid, to the ſaid *M. R.* or her Aſſigns, at the place of payment aforeſaid, the ſaid yearly ſum of 40 l. untill the ſaid ſum of 200 l. be fully ſatisfied and paid as aforeſaid, at the ſeveral Feaſts and Times limited for payment thereof, and in ſuch manner and form as is before declared, that then they the ſaid *J. C.* &c. and the Survivors and Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of the Survivor of them, ſhall utterly, and for ever be barred and excluded from any further occupation or intermedling with the ſaid demiſed Premiſſes, or any part or parcel thereof, any thing in theſe preſents contained to the contrary thereof, in any wiſe notwithſtanding. **Provided further**, that if the ſaid *R. R.* do, or ſhall at any time, during his natural life, pay or tender, or cauſe to be paid and tendred, unto the ſaid *J. C. A. H.* and, &c. or to any of them, or the Survivors of them, or to the Executors, Adminiſtrators, or Aſſigns of the Survivors of them, the ſum of 12 d. of lawful, &c. and thereupon do immediately declare and ſignifie in the preſence of 2 or more credible Witneſſes, That his intent and meaning is, by the Tenor thereof, to have this preſent Demiſe and Grant to be for ever, in all Conſtructions fruſtrate and void: Or if the ſaid *M. R.* ſhall in the life time of the ſaid *R. R.* enter-marry with any perſon, without the good liking and conſent of the ſaid *R. R.* that then, and from thenceforth, after ſuch payment, or tender of twelve pence, with the intent, and in ſuch manner and form as aforeſaid, and for ever after, this preſent Demiſe and Grant, and every Clauſe, Sentence, and word therein contained, ſhall ceaſe, determine, and be utterly void, fruſtrate, and of none effect, to all Intents, Conſtructions and Purpoſes, as though the ſame had never been acted, intended, or done; any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding: **In witneſs.** A

The truſt declared.

A Proviſo upon payment of 40 l. yearly, till 200 l. be paid, this demiſe to end.

And alſo upon tender of 12 d. to the Court.

Or the Daughter marry without her Fathers Conſent.

A Re-demiſe of a Meſſuage.

THis Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: **Witneſſeth**, That whereas the ſaid *C. D.* by his Deed indented, under his Hand and Seal, bearing Date, &c. Hath bargained, ſold, demiſed, and to farm-letten unto the ſaid *A. B.* his Executors, &c. all that Meſſuage or Tenement, &c. Scituate, &c. **To have and to hold** the ſaid Meſſuage, or Tenement, &c. with all and ſingular the Appurtenances from the date of the ſaid Indenture, for, and during the term of 99 years, under the yearly Rent of one Pepper-Corn. As by the ſaid recited Indenture, relation thereto being had, more at large appeareth. **Now this Indenture Witneſſeth**, That the ſaid *A B.* for divers good Cauſes and Conſiderations him thereunto moving, Hath bargained, ſold, betaken, and to Farm-letten; And by theſe preſents doth bargain, ſell, betake, and to farm lett, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuage or Tenement, with the Appurtenances, and the Reverſion and Reverſions, Rents, Iſſues and Profits, of all and ſingular the ſaid Meſſuage and Premiſſes, and of every part and parcel thereof. **To have and to hold** the ſaid Meſſuage or Tenement, with the Appurtenances thereof, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from the enſealing and delivery of theſe preſents, unto the end and term of 98 years, from thence next enſuing, and fully to be compleat and ended. **Provided alwayes**, and theſe preſents are upon this condition; nevertheleſs, that if the ſaid *C. D.* his Heirs, &c. do not, or ſhall not from henceforth yearly, and from year to year, for, and during the natural lives of *R. B.* and *S. B.* Children of the ſaid *A. B.* and the longer Liver of them (if the ſaid Leaſe do ſo long continue,) well and truly pay, or cauſe to be paid unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the ſum of, &c. of lawful money of *England*, on the Feaſt dayes of, &c. by even and equal portions. At or within the Porch of the Church, &c. without any deduction, allowance, abatement, or defalcation whatſoever. That then, and from thenceforth this preſent Leaſe of the ſame Premiſſes ſhall ceaſe, determine, and be utterly void, and of none effect, to all Intents and purpoſes, as if theſe preſents had never been made: And then, and at all, and any time afterwards, It ſhall and may be lawful, to, and for the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, or any of them, to enter into, and upon the ſaid Meſſuage or Tenement, and Premiſſes, and into every part and parcel thereof, in the name of the whole. And the ſame to have again, repoſſeſs and enjoy, as in his or their firſt and former eſtate, and the ſaid *C. D.* his Executors, &c. and all Occupiers of the Premiſſes thereout, and from thence utterly to expel, put out, and amove, this Indenture, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *C. D.* for him, his Executors,

Recital of the Demiſe.

tors, &c. doth Covenant, Promiſe and Grant, to, and with the ſaid *A. B.* his Executors, &c. by theſe preſents, That he the ſaid *C. D.* his Heirs, Executors, &c. or ſome of them, ſhall and will, from time to time, and at all times hereafter, during the natural lives of the ſaid *R. B.* and *S. B.* Children of the ſaid *A. B.* and the life of the longer liver of them (if the ſaid Leaſe ſhall ſo long continue), well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, the ſaid annual Sum, or yearly payment of, &c. of lawful Money of *England*, at the dayes, times, and place above mentioned for payment thereof, in manner and form aforeſaid, without making default of payment, of, or in any one payment thereof. And without any deduction, allowance, abatement, or defalcation whatſoever. And that he the ſaid *C. D.* his Executors, &c. ſhall from time to time, during the natural lives and life of the ſaid *R. B.* and *S. B.* well and ſufficiently repair, uphold, ſupport, ſuſtain, amend, maintain, and keep the ſaid Meſſuage, &c. in, by, and with all, and all manner of needful and neceſſary Reparations and Amendments whatſoever.

A Leaſe of divers parcels of Land with Reſervation of ſeveral Rents, and the Leaſe to Commence as the parcels ſhall come to the Tenants hands, and not to forfeit it.

THis Indenture made between *A. B.* and *C. D.* on the one part, and *E. F.* on the other part, Witneſſeth, That the ſaid *A. B. C. D.* in conſideration, &c. Have Demiſed &c. all that Meſſuage, Lands, Tenements, and Hereditaments in &c. now or late in the Tenure or Occupation of &c. for the yearly Rent of &c. To have and to hold every ſuch part and parcel of the Premiſſes, whereof or wherein any perſon or perſons now have any lawful Leaſe, for term of years yet not expired or determined, to the ſaid *E. F.* his Executors and Aſſigns, from and immediately after that the ſame parcel ſhall or ought to come to the hands or poſſeſſion of the ſaid *A. B. C. D.* their Executors and Aſſigns, by Surrender, Forfeiture, Expiration of the ſaid term, or otherwiſe, unto the end of the term of 21 years, then next following, and fully to be &c. And to have and to hold the reſidue of all and ſingular the Premiſſes, with the Appurtenances, unto the ſaid *E. F.* his Executors and Aſſigns, from the Feaſt of &c. unto the end &c. Yielding and paying ſeverally yearly during any of the ſaid terms, unto the ſaid *A. B.* and *C. D.* their Aſſigns, the ſeveral Rents hereafter mentioned, and in manner and form hereafter declared, *viz.* for the Premiſſes before mentioned, &c. at two Terms or Feaſts of the year, *viz.* at the Feaſt of &c. by even portions: The payment of every the ſaid Rents to begin and be made at ſuch of the ſaid Feaſts, as ſhall happen and come firſt, after that the Premiſſes, for which the Rent is by

their

theſe Preſents preſerved, ſhall or lawfully ought to come to the poſſeſſion and occupation of the ſaid *E. F.* his Executors or Aſſigns, by vertue of theſe Preſents. And if it ſhall happen the ſaid ſeveral yearly Rents and Farms, or any of them, to be then unpaid, or any part thereof, by the ſpace of dayes, next after any of the Feaſt-dayes, wherein, as is aforeſaid, the ſame or any of them ought to be made, then and ſo often it ſhall be lawful to the ſaid *A. B.* and *C. D.* their Heirs, Executors and Aſſigns, or any of them, into the ſaid Premiſſes, for the ſame Rent as is to be reſerved, to enter &c. the Tenant covenant to repair and amend all the Houſes, Edifices, Building, ſtanding, or being of, in, or upon the Premiſſes, or any part thereof, by theſe Preſents demiſed, at and from ſuch time as the Intereſt and Terms of years of the ſaid *E. F.* of and in the ſame part, commence and begin, in and with all manner of neceſſary and needful reparations, for and during the ſaid term of the ſaid *E. F.* of and in the Premiſſes, and alſo at his and their coſts and charges, ſhall cauſe all the Hedges, &c. The Lord doth covenant, That it ſhall be lawful unto the ſaid *E. F.* his Executors and Aſſigns, at all times during any Eſtate and Term made or created by theſe preſents, to fell, cut down, and take in and upon the Premiſſes, whereof the ſame Eſtate and Term of years is made or created, ſufficient &c. if it be there to be had, in and upon the ſame Premiſſes, during the ſaid term and Eſtate, there to be done, and not elſewhere, &c. In witneſs, &c.

Letters

Letters of Attorney.

To ſue for a Debt due by a Bill of Exchange, to the Attorneys own uſe, with a Covenant that the Debt is undiſcharged.

TO all to whom theſe preſents ſhall come, *G. L.* of *L.* Merch. ſendeth Greeting. Know ye, That I the ſaid *G.* for divers good cauſes and conſiderations me thereunto eſpecially moving, Have ordained, aſſigned and deputed, and by theſe preſents do ordain, aſſign and depute, and in my place put, my welbeloved Friend *A. S.* Cit. and *G.* of *L.* my true and lawful Attorney irrevocable, to demand, levy, recover, and receive in my name and ſtead, to the only proper uſe and behoof of the ſaid *A. S.* of one *M. W.* Cit. and *D.* of *L.* his Heirs, Executors, or Adminiſtrators, the Sum of 100*l.* of good and lawful money of *England*, in which ſaid Sum the ſaid *M. W.* is indebted to me by the ſaid *G.* by a certain Writing or Bill of Exchange, bearing date at *L.* the &c. Know ye alſo, That I the ſaid *G.* have by theſe preſents given and granted to my ſaid Attorney, my full and whole authority, for default of payment of the ſaid Sum, or any part or parcel thereof, him the ſaid *M. W.* his Heirs, Executors, or Adminiſtrators, by their bodies to Arreſt and Impriſon, and out of Priſon again to deliver and releaſe, and the Goods and Chattels, Land and Tenements of him the ſaid *M. W.* his Heirs, Executors, or Adminiſtrators, to the uſe and behoof of the ſaid *A. S.* in my name and ſtead, to cauſe to be attached, ſeiſed or extended, and pleas, proſecutions, and ſuits whatſoever, againſt the ſaid *M. W.* his Heirs, Executors, or Adminiſtrators, or any of them, or againſt the Goods, Chattels, Credits, and Debts of the aforeſaid *M. W.* for the Debt aforeſaid, in my name and place, to commence, maintain, and proſecute in any Court or Courts, and before what Judge or Judges ſoever, as firm and lawful wayes and means as the Laws of the Land will permit. And upon recovery and receipt of the ſaid money, or any part thereof, Acquittance or Acquittances, Releaſe or Releaſes, or other diſcharge, in my name and ſtead, to ſeal and deliver, and one or more Attorney or Attorneys under him to ſubſtitute, and at his will again to revoke, and further to do, &c. Ratifying, &c. and I the ſaid *G. L.* do further covenant and grant, for me, my Executors, and Adminiſtrators, to and with the ſaid *A. S.* his Executors and Adminiſtrators, by theſe preſents, That the ſaid Writing or Bill of Exchange is in full ſtrength and validity, and

and that I the ſaid *G. L.* before the making of theſe Preſents, have not remitted nor any way releaſed the ſaid Debt, nor any part or parcel thereof. And that he the ſaid *A. S.* his Executors, Adminiſtrators or Aſſigns, ſhall or may have and enjoy all and ſingular Sums of money and other profits whatſoever, which by vertue or pretext of the ſaid Writing or Bill of Exchange ſhall happen to be levied to the proper uſe and behoof of the ſaid *A. S.* his Executors or Adminiſtrators, without any accompt to be given or rendred by him for the ſame. In witneſs, &c.

To deliver a Deed.

BE it known unto all men by theſe preſents, That whereas I *A. B.* of *C.* in the County of *S.* Gent. *J. L.* Gent. and *S.* his Wife, and Siſter of the ſaid *A. B.* have ſet our Hands and Seales to a Writing hereunto annexed, mentioning, that we have granted to *E. S.* Eſquire, certain Tythe, Lead-Oare, within the high Park, or elſewhere, within the County of *D.* which Tythe was granted unto us the ſaid *A. B.* and *S.* my ſaid Siſter by Sir *F. L.* Kt. for certain years yet to come and unexpired, as by the ſaid Writing hereunto annexed appeareth. Now know ye, That we the ſaid *A. B. J. L.* and *S.* his wife, have, conſtituted, ordained, and made, and in our ſtead and place by theſe preſents have put, our welbeloved Friends *H. M.* and *N. O.* our true and lawful Attorneys, for us, and in our names, joyntly and ſeverally to take poſſeſſion of the ſaid Tythe, Lead-Oar, or of ſome part thereof in the name of the whole, by claiming of the ſame, or by ſeizing or taking in our names, ſome part thereof in the name of the whole, and alſo for us and in our names, as our Deed, to deliver the ſaid Writing hereunto annexed to the ſaid *E. S.* or to any other perſon or perſons to his uſe, as fully, wholly, and amply as we the ſaid *A. B. J. L.* and *S.* could or might do the ſame in our own perſons: Ratifying, &c.

From ſeveral Executors, and Adminiſtrators to ſue Under-Sheriffs and Bayliffs of Hundreds for Goods, &c. wrongfully taken, by colour of their Office.

KNow all men by theſe preſents, That we *A. B.* Widow, Executrix of the laſt Will and Teſtament of *R. B.* late of *M.* in the County of *S.* Gent. *C. D.* Widow, Executrix of the laſt Will, &c. of *E. D.* of &c. Yeoman, and *E. F. G. H.* and *J. K.* of *M.* aforeſaid, Have made, ordained, conſtituted, and in our places by theſe preſents have put, our welbeloved in Chriſt Sir *R. H.* Kt. our true and lawful Attorney, to demand, levy, and receive, for us and every of us of *F. C.* Gent. late Deputy-Sheriff to *E. C.* Eſq;

Esq; late Sheriff of the said County of *G. L.* late Deputy-Sheriff to *L.* Esq; late Sheriff of the said County, and after Deputy-Sheriff to *R. C.* Esq late Sheriff of the said County of *G. F.* late Bayly of the Hundred of *J.* in the said County; and of *J. K.* late Bayliff of the said Hundred, and of every or any of them, all and singular the Sums of Money, Goods and Chattels whatsoever, which they the said Deputy-Sheriffs or Bayliffs, or any of their under Officers or Ministers, or any other person or persons by their, or any of their command or procurement, have or had received, levied or taken wrongfully, by colour of their said several Offices, of or from us, or every or any of us, or of and from the Testators and Testatrix above named, and of and from them, and every or any of them, by the said Deputy-Sheriffs and Bayliffs, or by any of them, and from us as yet wrongfully detained. Giving and Granting to our said Attorney, our full and whole power and authority in the Premisses, to Arrest, Sue, Implead, Imprison and Convent the said late Deputy-Sheriffs and Bayliffs, in all or any of the Kings Court or Courts, before all or any of his Majesties Judges, Justices, or Commissioners, or before any of them, for the wrongful taking, levying, detaining, and withholding of the said Sums of Money, Goods and Chattels, or of any part thereof, and them and every of them in that behalf to condemn, and the said Sums of Money, Goods and Chattels, to recover and receive to the proper use and behoof of the said Sir *R. H.* without giving or rendring to us, or any of us, any accompt for the same. In being a full recompence and satisfaction of divers great Sums of money by the said Sir *R. H.* payed and defrayed for us and the said Testators and Intestate, to our Soveraign Lord the Kings Majesty. And upon such recovery or recoveries so had or made, or other payment or payments or satisfaction in that behalf, to be made to the said Sir *R. H.* by the said late Deputy-Sheriffs and Bayliffs, or by any of them, to compound, release, or agree with them, or every or any of them, and acquittance or acquittances, release or releases, or any other discharge in that behalf, as to our Attorney shall seem convenient, respectively to Seal and deliver for us, and in our names and place, at the will and pleasure of our said Attorney, and further to do and execute, &c. Ratifying, &c. In witness whereof, &c.

To receive the Rents of a Mannor, and for non-payment to enter.

Be it known unto all by these presents, That I *A. B.* of &c. have made, ordained, deputed and constituted my welbeloved and faithful Servant *C. D* my true and lawful Attorney to demand, ask, levy, and receive for me, and in my name, and to my use, of *E. F*, and all other the Farmers and Occupiers of all and every my Messuages, Lands, Tenements, and Hereditaments within my Mannor of *N.* in the County of *L.* for the time being, all such Rents and Sums of money as now be, or which hereafter shall be due and

and payable to me, of and for the Rents of the ſaid Mannor of *N.* and of all other Lands, Tenements and Hereditaments in *S.* in the ſaid County of *L.* by force of a certain Indenture of Leaſe, bearing date, &c. made between &c. and upon receipt thereof, to make, ſeal, and deliver for me, and in my name, acquittance or acquittances, or other lawful and ſufficient diſcharge to make, as occaſion ſhall ſerve and require; and for non-payment thereof or of any part thereof, into the ſaid Mannor, Meſſuages, and Premiſſes, or any part or parcel thereof, to re-enter, and the ſaid *E. F.* and all other the Farmers and Occupiers thereof, to expel and amove, and all other thing in that behalf to do and execute, in as full and ample manner as I my ſelf could or might, if I were there perſonally preſent. Ratifying, &c. In wit-neſs, &c.

To enter into Land, for non-payment of a Rent reſerved upon a Leaſe.

KNow all men to whom theſe preſents ſhall come, I *M. H.* of *L.* Wi-dow, ſend greeting. Whereas by Indenture of Leaſe, bearing date &c. made between me the ſaid *M. H.* of the one part, and one *J. W.* of &c. and *R. A.* of *C.* &c. of the other part. I the ſaid *M. H.* did demiſe and to farm-let, unto the ſaid *J. W.* and *R C.* the Mannor or Chantry of *S.* with the Appurtenances, and the diſſolved Chantry of *S.* with the Appurtenances, and the diſſolved Colledge of *S.* with the Appurtenances, late parcel of, or belonging to the Colledge of *R. M.* in the County of *T.* among other things, all lying and being in the ſaid County of *N.* to hold from the Feaſt day of the Annunt. then laſt paſt, for the term of 7 years, if the Extent mention-ed in the ſaid Indenture of Leaſe ſhould ſo long continue, yielding and pay-ing therefore yearly, during the ſaid term, unto me the ſaid *M H.* my Exe-cutors and Aſſigns, the full, juſt, and entire Sum of 3000 *l.* of lawful Eng-liſh money, in or upon the firſt day of *N.* and the firſt day of *M.* at or in my then or late dwelling Houſe in *M.* Lane in *L* by even and equal portio-ns, with a Proviſo, or Condition therein contained, that if it ſhould hap-pen the ſaid yearly Rent, or any part thereof, to be behind and unpaid by, and during the ſpace of 21 days, next after ſuch days, time or times, as the ſame ſhall grow due, or ought, or are appointed to be paid, by even and equal portions; that then, and from thenceforth, after ſuch Default of pay-ment, without any Demand to be made by me the ſaid *M. H.* my Execu-tors or Aſſigns, of the ſaid Rent, or the Arrerages thereof, at any other place, then onely at my ſaid dwelling houſe in *M.* Lane in *L.* aforeſaid, it ſhould and might be lawful for me the ſaid *M. H.* my Executors and Aſſigns, wholly to re-enter into all and ſingular the demiſed Premiſſes, with the Appurtenances, and into every or any part thereof, and the ſame to have again and repoſſeſs, as in mine and their former Eſtate and Right, any thing in the ſaid Indenture contained to the contrary in any wiſe notwithſtanding.

And

And whereas the ſaid *J. W.* and *R. A.* upon the 21 of this inſtant *M* being the laſt day of payment of the ſaid Rent, according to the Proviſo above-mentioned, to be contained in the ſaid Indentures of Leaſe, have made default of payment, and have not ſatisfied or paid all the Rent reſerved to be paid by the ſaid Indenture of Leaſe, and the Proviſo and Condition therein-oned and conteined in the ſaid Indenture of Leaſe at the place aforeſaid; notwithſtanding, I the ſaid *M. H.* did demand the ſaid Rent, at, or in my ſaid dwelling houſe upon the ſaid 21 day of *M.* before the Sun-ſet of the ſame day, and did continue my Demand, according to the Law in ſuch caſes uſed, and the purport and effect of the ſame Indenture of Leaſe, and no perſon or perſons came then and there to make payment of all the ſaid Rent, unto me the ſaid *M H.* according to the purport and effect of the ſaid Indenture of Leaſe and Proviſo aforeſaid. Now this my preſent Writing witneſſeth, That I the ſaid *M. H.* do hereby conſtitute and appoint *T. S.* of *F.* in the ſaid County of *N.* Gent. my lawful Attorney and Deputy for me, and in my name and place, in reſpect of the non-payment of the ſaid Rent, and Proviſo aforeſaid, to re-enter into all and ſingular the ſaid Mannor or Chantry, and diſſolved Colledge of *S.* aforeſaid, and into all and ſingular the Lands, Tenements, and Hereditaments thereunto belonging, lying, or being in the ſaid County of *N.* or into ſuch or ſo many parts or parcels thereof, in the name of the reſt, as to my ſaid Attorney ſhall be thought meet and convenient. And further, to expel and put out of the Poſſeſſion of the ſaid Premiſſes, or of ſuch parts thereof, as my ſaid Attorney ſhall pleaſe, the ſaid *J. W.* and *R. H.* or their Aſſigns, or Under-Tenants, and to hold the Poſſeſſion thereof to my uſe, according to the purport, effect, intent, and true intent and meaning of the Proviſo and Condition contained in the ſaid Indenture of Leaſe, and what my ſaid Attorney ſhall lawfully do in the Premiſſes, I do ratifie, and hereby allow and confirm, &c.

To receive the Profits of Lands extended.

TO All to whom theſe preſents ſhall come, I *A. B.* of &c. ſend greeting, Whereas *W. P.* Eſq; now Sheriff of the County of *C.* by vertue of the Kings Majeſties Proceſs, or Writ of *Extent* and *Liberate*, to him directed, hath charged and ſworn one ſufficient Jury or Inqueſt of 12 men within the County of *C.* who by vertue of their ſaid Oath and Charge, have found that *C. B. G. H* and *J. L.* Eſquires, were ſeverally ſeized and poſſeſſed of divers Mannors, Meſſuages, Lands, Tenements, Goods, and Chattels, within the ſaid County of *C.* as by an Inquiſition under the Seals of the ſaid Jurors, bearing date &c. more plainly and at large it doth and may appear; which Mannors, Lands, and Tenements, Goods and Chattels, are to be delivered to me the ſaid *A. B.* in Execution, until certain Debts due unto me from the ſaid *C. B. G. H.* and *J. L.* ſhall be levyed and ſatisfied. Now know ye, That I the ſaid *A. B.* have made, authorized, deputed, and aſſigned my Ser-

vant

T. M. my true and lawful Attorney, for me, and in my name, and to my only use and behoof, to take and receive Poſſeſſion and Seiſin of and in all and ſingular the ſaid Mannors, Meſſuages, Goods and Chattels, ſpecified and contained in the ſaid Inquiſition, at the Hands and delivery of the ſaid Sheriff or his Deputy, and every part or parcel thereof, and ſo many parts and parcels thereof, as to my ſaid Attorney ſhall happen to be delivered to my uſe, according to the tenour, form, and effect of the ſaid Writ, and the ſame Mannors, Meſſuages, Lands, Tenements, Goods, and Chattels, to uſe and diſpoſe to my moſt profit and Commodity, in as large, ample, and effectual manner, as I my ſelf might or could do, being perſonally preſent, ratifying and confirming, &c.

To ſurrender Copy-hold Land.

KNow all men by theſe Preſents, That I *A. B.* of, &c. Have made, ordained, conſtituted, and appointed, and by theſe Preſents, in my place and ſtead, have put my well beloved *C. D.* and *E. F.* two Copy-hold, or Cuſtomary Tenants by Copy of Court-Roll, according to the Cuſtom of the Mannor of *G.* my true and lawful Attorneys, joyntly and ſeverally, to ſurrender for me, and in my name, into the hands of the Lord of the Mannor of *G.* aforeſaid, one Meſſuage, and 20 Acres of Land, be it more or leſs, commonly called or known by the name of *B.* to the uſe and behoof of *L. M.* his Heirs and Aſſigns for ever, according to the Cuſtom of the ſaid Mannor, to be holden by the Rents and Services of right due and accuſtomed, Ratifying and confirming &c. In witneſs, &c.

Another of the ſame.

TO all Chriſtian People, to whom this Preſent ſhall come, *R. M.* of *P.* in the County of *C.* Eſq; ſendeth greeting: Know ye, That I the ſaid *R.* for and in part of performance of certain Covenants, Grants, Articles, and Agreements, ſpecified and expreſſed in certain Articles Indented, bearing date the 10th. Day of *M.* in the 20th. year of the Reign of *C.* late King of *England*, and made between the ſaid *R. M.* of the one part, and *T. S.* of *S.* in the ſaid County Eſq; of the other part; and for divers other good cauſes and conſiderations, me hereunto eſpecially moving, have made, ordained, conſtituted, and by theſe Preſents, in my place have put my well-beloved Friends *G. H.* and *J. K.* my true and lawful Attorneys, for me, and in my name and place, joyntly and ſeverally, to ſurrender into the hands of the King, as Lord of the Mannor and Foreſt of *M.* in the ſaid County of *C.* by his Steward there, at the next Halimote or Court of the Mannor and Foreſt aforeſaid, or at any other Court or

place within the Mannor and Forest aforesaid, all and singular the said Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Reversions, Services and Hereditaments whatsoever, with all and singular their Appurtenances, scituate, lying, and being within the Mannor and Forest of *M.* aforesaid, now or late in the several joynt Occupations of *I. L. R. T.* &c. or any of them, to the intent and purpose, that the said King having possession and seisin thereof, by his Steward of the Mannor and Forest aforesaid, will give and grant the aforesaid Messuages, Lands, Tenements, and other the Premisses, to *R. S.* and *T. W.* to hold to them the said *R. S.* and *T. W.* their Heirs and Assigns for ever, according to the Custom of the Mannor and Forest, by the Rents and Services heretofore due, and of right accustomed, Ratifying, &c. In witness, &c.

To make Entry into Lands.

BE it known unto all men by these Presents, That we *H. D.* of *G.* in the County of *M.* Esq; and *M.* his Wife, and *A. S.* Sister of the said *M.* have authorized and appointed, and by these Presents do authorize and appoint *J. R.* and *J. T.* and either of them, joyntly and severally, for and in the name, and to the use of us the said *H. D.* and *M.* as in the Right of the said *M.* and for and in the name, and to the use of the said *A.* and of *M.* Son and Heir apparant of *P. M.* of *C.* in the County of *T.* and for, and in the name and names, and to the use, of all and every of us the said *H.* and *M.* and in the Right of the said *M.* and the said *A.* and *F.* to enter into all and every the Messuages, Mills, Lands, Tenements, and Hereditaments, scituate or being in *F. G.* and *H.* in the County of *N.* and in every or any of them, which at any time heretofore was or were the Inheritance, or did appertain or belong unto *F. S.* of *S.* Esq; late deceased, Father of the said *M.* and *A.* and Grand-Father of the said *F. M.* in whose several, or other Tenures or Occupation soever the same, or any of them now are, or heretofore have been, and all and every the said Hereditaments, for and in the name and names, and in the Right of us the said *H. D. M. A.* and *F.* as aforesaid, to claim, challenge, and demand, as the proper and lawful Inheritance of the said *H. M. A.* and *F. M.* And furthermore, for us the said *H. M. F.* and *A. S.* and for every of us aforesaid, in and upon all and every or any of the said Hereditaments, joyntly and severally, to claim and demand, in the name and names of us the said *H.* and *M.* as in the Right of the said *M.* and in the name and names of the said *A.* and of *F. M.* and of every of us, all and every such the Reversion and Reversions, Remainder and Remainders, of and in all and every or any of the said Hereditaments, which do or doth lawfully or rightfully unto us the said *M. A.* and *F.* or to any of us, and did heretofore appertain or belong to *R. S.* Esq; the late deceased Brother of the said *M.* and *A.* and Uncle to the said *F. M.* And lastly, joyntly

or

ſeverally to do and make all and every ſuch Entry and Entries, Claim and Claims, in or upon all and every or any of the Premiſſes, for and in the name and right of us the ſaid *H. M. A.* and *F. M.* and for the reducing, ſetling, or reveſting unto us the ſaid *H.* and *M.* as in the Right of the ſaid *M.* and the ſaid *A. S.* and *F. M.* and to every of us, all ſuch Eſtate, Poſſeſſion, Reverſion, and Remainders, as to the ſaid *M. A.* and *F. M.* did or doth lawfully appertain of belong, of, or in the Premiſſes, as to the ſaid *J. R.* and *J. T.* or to either of them, ſhall at any time or times ſeem expedient and convenient. In witneſs, &c.

Davenport.

To ſue for Lands.

TO all to whom theſe Preſents ſhall come, *A. B.* of *C.* &c. Gent. ſends greeting, Know ye, That I the ſaid *A. B.* have conſtituted and ordained, and by theſe preſents in my place have put, my well beloved Friend *E. F.* of, &c. my true and lawful Attorney, for me, and in my name and ſtead, to enter into one capital Meſſuage or Tenement, with the Appurtenances, commonly called *G.* ſcituate, lying, and being in, &c. and into every part and parcel thereof, and full and peaceable poſſeſſion and ſeiſin thereof, and therein, for me and in my name, to take, and after ſuch poſſeſſion and ſeiſin, for me; and in my name, ſo had and taken, then for me, and in my name, place and ſtead, to expel, remove, and put forth, the Tenants and Occupiers of the ſaid Meſſuage or Tenement, with the Appurtenances, and every or any part thereof, and the ſame and every part thereof to my uſe, to keep, occupy, and enjoy, and alſo giving, and by theſe preſents granting, to my ſaid Attorney, full power, and lawful authority, for me, and in my name, to commence, begin, ſue, implead, and proſecute any Action or Actions, Suit or Suits, as well real as perſonal whatſoever, in any Court or Courts, and before any Judge or Judges whatſoever, againſt the perſons, Tenants, and Occupiers of the ſaid Meſſuage or Tenement, and other the Premiſſes, and againſt all and every other perſon or perſons whatſoever, of, for, and concerning the wrongful withholding, and detaining of the ſaid Meſſuage and Tenement, and other the Premiſſes, or any part thereof: And the ſaid Suit and Suits, for me, and in my name, to proſecute and follow, and in my Right and Title, of, in, and to the Premiſſes, before the ſaid Judges, to proceed to tryal, and to do, appoint, and limit to be done, all other acts and things concerning the recovery of the Premiſſes, or any part thereof, and the ſaid *A. B.* that he, his Executors, and every of them, ſhall and will from time to time, and at all times hereafter, avow and juſtifie all and every lawful action and actions, ſuit and ſuits whatſoever, to be commenced, purſued, and taken, in his or their name or names, for or concerning the ſaid Meſſuage or Tenement, and other the Premiſſes, or any part or parcel thereof, in manner and form

aforeſaid, and that the ſaid *A. B.* his Executors, Adminiſtrators, nor Aſſigns, nor any of them, ſhall at any time or times hereafter, releaſe any Action or Actions, Suit or Suits, commenced or to be commenced as aforeſaid, or to be non-ſuit, or to ſuffer any diſcontinuance or *Retraxit* thereof to be made, without the aſſent and conſent of the ſaid *A. B.* his Executors or Adminiſtrators in any wiſe, ratifying, &c. In witneſs, &c.

Heskith.

To receive Money.

BE it known unto all men by theſe preſents, That *T. B.* of *H.* in the County of *L.* Gent. hath made, ordained, conſtituted, and deputed, and in his name, place, and ſtead, hath put, his beloved Friend *R. S.* of *P.* in the ſaid County Gent. his true and lawful Attorney irrevocable, to aſk, require, demand, and receive, to and for his own uſe and behoof of *H. I.* of *N.* in the ſaid County Yeo. the ſum of 20 l. of currant money of *England*, and for non-payment thereof, to arreſt, attach, ſue, implead, and impriſon him the ſaid *H. I.* his Executors or Adminiſtrators, for the ſaid ſumme, or any part thereof, and upon Receipt and payment thereof, him the ſaid *H. I.* his Executors or Adminiſtrators out of Priſon, to deliver and releaſe and to make, ſeal, and deliver Acquittance, or Acquittances, or other ſufficient diſcharge and Releaſe, to and for the ſame. And the ſaid *T. B.* doth alſo hereby authorize him the ſaid *R. S.* to make, conſtitute, and depute one Attorney, or more under him, as in his diſcretion ſhall be thought needful, for the better doing, effecting, and accompliſhing of the Premiſſes. And further, He the ſaid *T. B.* doth hereby promiſe to ratifie, confirm, allow, and eſtabliſh whatſoever his ſaid Attorney, or his deputed Attorneys ſhall lawfully do, or cauſe to be done, in and about the Premiſſes, for the obtaining of the ſaid Sum, as fully and abſolutely as if he himſelf were perſonally preſent. And laſtly, He the ſaid *T. B.* doth hereby Covenant, promiſe, conclude, and agree, to and with the ſaid *H. I.* his Executors or Adminiſtrators, that neither he, nor any other in his name, with his conſent and privacy heretofore hath made, nor that he his Executors, or Adminiſtrators, hereafter ſhall make, any Releaſe, Acquittance, or diſcharge of the ſaid Debt, or of any part thereof, nor that he the ſaid *T. B.* his Executors or Adminiſtrators, or any perſon or perſons, ſhall or will make any *Retraxit*, or diſcontinuance of any Action, Suit, Plaint, Plea, Judgment, or Execution in any Court where the cauſe or matter ſhall be depending, but ſhall and will maintain, avow, and juſtifie all and every Action, Suit, Plaint, Plea, Judgment, and Execution, to be commenced, had, taken, or ſued forth, by him the ſaid *H. I.* or his Subſtitute Attorneys, for or concerning the ſame. In witneſs whereof, &c.

A

A very good Preſident of a general Letter of Attorney, drawn and penned by Councel, as well concerning the diſpoſition of Lands, as Goods.

TO all true Chriſtian People, to whom this preſent writing ſhall come, I *F. W.* of *L.* Eſq. ſend greeting in our Lord God everlaſting; Whereas it hath pleaſed the Kings Majeſty to appoint me his Ambaſſador *Liger* in *France* for a certain time: And whereas I think it needful in mine abſence, to put ſome perſon in truſt for mine affairs here in *England*. Therefore know ye, that I the ſaid *F. W.* have made, conſtituted, ordained, authorized, appointed, and in my place by theſe preſents, have put my well-beloved in Chriſt *W. D.* the elder, of *L.* Gent. my true, ſufficient and lawful Attorney and Commiſſioner, as well to enter for me, and in my name, into all and ſingular my Mannors, Lordſhips, Meſſuages, Lands, Tenements, Woods, Under-Woods, and all other my poſſeſſions and Hereditaments, with all and ſingular their Rights, Members, and Appurtenances in the Counties of *E. H. S. S. K. M.* and *W.* and every of them, and elſewhere whereſoever within the Realm of *England*, and poſſeſſion and ſeiſin thereof, for me, and in my name, and to my uſe, to take. And alſo to view and ſurvey, for me, and in my name, all the ſaid Mannors, Lordſhips, Lands, Tenements, VVoods, Under-Woods, Poſſeſſions and Hereditaments, and other the Premiſſes, with the Appurtenances, and every part and parcel thereof, as alſo to ask, gather, levie, recover and receive, for me and in my name, and to my uſe, of all and ſingular my Auditors, Bayliffs, receivers, Farmors or Tenants, and all other Occupiers whatſoever of the aforeſaid Mannors, Meſſuages, Lands, Tenements, and other the Premiſſes, or of any part thereof, all and ſingular Farms, Rents, and Services, Arrearages, Profits, and ſums of money whatſoever, which are, or ſhall be to me in any wiſe due. And an accompt, or accompts of them, and of all other my Officers, Miniſters, Servants, and other Accomptants whatſoever, of any of them, to require and take, for me and in my name, mine allowances of their accompts, to allow or diſallow, as the caſe requireth, and as by my ſaid Commiſſioner and Attorney, ſhall be thought meet and convenient, and all and ſeveral my Auditors, Bayliffs, Receivers, Officers, Miniſters and Servants whatſoever, or any of them, upon any reaſonable cauſe or cauſes, at the diſcretion of my ſaid Attorney, to diſplace and put out of ſervice and office, and to retain, receive, and put other in their, and every or any of their place or places, ſo put out of ſervice, and this as often as it ſhall be thought requiſite to my ſaid Attorney. And alſo the Farmors, Tenants, and Occupiers of all and ſingular my ſaid Mannors, Lands, Tenements, and Hereditaments, and other the Premiſſes, and every or any of them, for non-payment of their or any of their

Farms, Rents, Revenews, Profits, and other things whatſoever, due to, or to be due for the ſame Mannors, Lordſhips, Lands, Tenements, Hereditaments, and other the Premiſſes, and every or any parcel thereof, by all or any their Goods and Chattels, found in and upon the ſame Mannors, Lordſhips, Lands, Tenements, Hereditaments, and other the Premiſſes, or in any or upon any parcel thereof to diſtrain. And the diſtreſſes there ſo had or taken, lawfully to lead, drive, carry away and impound, and detain, withhold, and keep the ſame, until the ſaid Farms, Rents, Iſſues, Profits, and the Arrears thereof being behind, be fully ſatisfied and paid. And if need be, and the Law will it permit, all and ſingular the ſame Goods ſo diſtrained to ſell, and put in ſale, and the money thereof coming in the hands of my ſaid Commiſſioner or Attorney, to retain, hold and keep, as the Law in that behalf ſhall permit. And alſo all and ſingular the ſame my Farmors, Tenants, and other occupiers of the Premiſſes, not well and truly paying their Farms and Rents, at the accuſtomed dayes and Feaſts, or not well and truly obſerving, performing and fulfilling all ſuch Covenants, Grants, Conditions, Cuſtoms and Charges, as they ought to do, obſerve, keep, perform and fulfil by vertue of their Leaſes, Grants, Cuſtoms, or upon any other reaſonable cauſe or cauſes whatſoever, at the diſcretion of my ſaid Commiſſioner, from their Farms and Tenures to expell and amove, if lawfully they may be, or deſerve to be expelled or amoved. And the ſame Premiſſes, and every or any parcel thereof to other Farmors, Tenants and occupiers in my name to demiſe, grant, and to farm to my moſt profit and Commodity for term of 21 years or under, or for life or lives, by Copy or Copies of Court-roll according to cuſtom or manner where the ſame ſhall lye, or by Deed or Deeds, or otherwiſe in my name, and this as often, and when as need ſhall require, at the diſcretion of my ſaid Attorney. And alſo for me, &c. and to my moſt Profit and Commodity, to ſell, and put in ſale all and ſingular my Woods, Under-Woods, and Trees whatſoever, or any part thereof growing or being, of, in, or upon the aforeſaid Mannors, Lordſhips, Tenements, Lands, Hereditaments, and other the Premiſſes, or parcel thereof, to any perſon or perſons, as to my ſaid Attorney ſhall be thought meet and requiſite. And alſo all and every Writing and Writings in this behalf requiſite and neceſſary in my name, to make, ſeal, and deliver, and alſo to ſet, rate, receive, and take Fines and Incomes, of, and for the ſaid Leaſes and Copies to be made as aforeſaid. And alſo to Aſſign, appoint, and allow unto the ſaid Tenants, Leſſees, Farmors and Occupiers, ſufficient Timber-Trees, as often as need ſhall be, for the neceſſary reparations of all and ſingular their ſeveral Farms, Houſes and Tenements. And alſo, I do give and grant unto my ſaid Commiſſioner and Attorney full power and authority, for me, and in my name, to commence and proſecute before any whatſoever Judge, Juſtice, or Juſtices of our Soveraign Lord the King, his Heirs or Succeſſors, in any whatſoever Court or Courts, or other Place or Places whatſoever, Action or Actions, Pleas, Proceſſes, and Suits real, perſonal or mixt, and to appear for me, and in my name, in all ſuch Actions and Suits as be, or ſhall be commenced, taken, or ſued againſt me: And to proceed, anſwer, proſecute, and defend all and every of the ſame Action and

Actions,

Actions, Pleas, Proceſſes and Suits, as well by me, as againſt me, moved or commenced, or to be moved or commenced, and to win or looſe the ſame, as the caſe ſhall require. And alſo to ask, levy, recover and receive, for me, and in my name, and for my only uſe and behoof, not only all and ſingular ſuch Debts, Sum or Sums of money, Fines, Amerciaments, Fees, Annuities and other Profits whatſoever, which by any means now be, or ſhall be due or payable unto me, by whatſoever perſon or perſons, for whatſoever matter or cauſe. But alſo to receive of the King, our Soveraign Lord, his Heirs and Succeſſors, during the time I ſhall be of out of this Realm, and the parts of beyond the Seas, all the Diet money or moneys, for mine entertainment to be allowed to me, during my time of living beyond the Seas. And alſo to ſatisfie, pay and allow, for me, and in my name, all, and all manner of Sum and Sums of money, Annuities, Rents, Fees, Penſions, Wages, Reparations, and all other Charges and Duties whatſoever which I do owe, or ought to pay or allow by Law or Conſcience to the Kings Majeſty, either that now is, his Heirs or Succeſſors, or to any other perſon or perſons whatſoever. And further, I do give and grant unto my ſaid Commiſſioner and Attorney, full Power, and lawful Authority, for me, and in my name, to keep, or cauſe, &c. All, and all manner of Courts, Leets, and Law dayes whatſoever, within any the ſaid Mannors, Lordſhips, Land, or other the Premiſſes, or any of them, according as they have been accuſtomed heretofore to be there holden and kept; And alſo from time to time, when and as often as any Rectory, Church-Vicaridge, or Parſonage, or other ſpiritual promotion whatſoever, of any Parſonage whereof I am or ſhall be ſeiſed, or which be, or ſhall be, of, or, in my gift or diſpoſition, ſhall by any means become, or be void, to name and preſent for me, and in my name, any able perſon or perſons unto the ſame Rectories, Parſonages, Vicarages or Churches, or other Spiritual promotions, ſo being vacant in ſuch like, and in as large and ample manner and form as I my ſelf might or ſhould do, if I were then and there perſonally preſent. And alſo for me, and in my name, to take, buy, or compound for new Leaſes or Grants, as well of the Kings Majeſty that now is, his Heirs and Succeſſors, as of any other perſon or perſons whatſoever. And to compound, give, or pay ſuch Fine or Fines, Incomes, Sum or Sums of money for the ſame new Leaſes or Grants. And to ſell any of my Lands, Tenements and Hereditaments, or Leaſes and Chattels, real and perſonal, or any part of them, as to my ſaid Attorney ſhall be thought meet: And alſo for me, and in my name, to accept and take all and every Surrender and Surrenders, of, and whatſoever Leaſe or Leaſes, Demiſe or Grant, Demiſes or Grants, by me, or any my Anceſtors heretofore made or granted. And upon the Surrender or Surrenders, to make, grant, or cauſe, &c. other Leaſe or Leaſes for me, and in my name, to any whatſoever perſon or perſons, for term of 21 years, or under, or for life or lives, and for ſuch yearly Rent and Rents, and for ſuch Sum and Sums of money, Fines or Incomes, to be paid for the ſame, to my ſaid Attorney ſhall likewiſe be thought meet, to my moſt Commodity and Profit: And alſo for me, &c. to cancel and make void, upon good and reaſonable cauſes and conſiderations, all, and every ſuch of my

Indentures, Bonds, and other Writings whatſoever, or any of them, as my ſaid Commiſſion and Attorney ſhall be thought good. And alſo for me, and in my name, to make, ſeal, and deliver, as my ſufficient Deed or Deeds in the Law, all and ſingular ſuch Indentures, Bonds, Leaſes, Grants, Deeds, Releaſes, Acquittances, as well general as ſpecial, and other Writings whatſoever, as my ſaid Commiſſioner and Attorney ſhall think requiſite, touching and concerning the Premiſſes, or any of them, or otherwiſe. And further, any Attorney or Attorneys, in all and every of the cauſes or matters aforeſaid, under him or me, to ſubſtitute, depute, make and appoint, and at the liberty and pleaſure of the ſame my Commiſſioner or Attorney, the ſame to revoke; And finally for me, and in my name, to compound for, and follow, exerciſe, ſpeed, execute, accompliſh, and finiſh all and every Suits and Matters already reſting in Controverſy, or moved, or hereafter to be moved, between me only, or me and others; And any other Perſon or Perſons, and all and every other Thing and Things, Act and Acts whatſoever, as well touching or concerning the Premiſſes, or any parcel thereof, as otherwiſe for me, and in my name, to do, and cauſe to be done, as fully and wholly as I might, ſhould, or ought lawfully to do, if I were then and there perſonally preſent, holding firm and ſtable all and every Act and Acts, Thing and Things, that my ſaid Attorney and Commiſſioner ſhall do, cauſe, or procure, or ſuffer to be done, for me, and in my name, in and about the Premiſſes, or any of them, by vertue of theſe preſents. Provided always, That the Power, Liberty, and Authority given to my ſaid Commiſſioner and Attorney by theſe preſents, ſhall indure until my Departure out of this Realm into the parts beyond the Sea, and my Return again into this Realm, and no longer; any thing aboveſaid to the contrary, &c. In witneſs, &c.

A Letter of Attorney for a Wood ſale, with allowance for the Attorneys pains.

BE it known, &c. That I *J. L* Kt. Lord *L.* do hereby appoint, and give Warrant and Authority to *F. M.* of *L* Gent. to make Sale of all my Woods, Under-Woods, Hedgerowes, Shawes and Trees, of, or in the great Park of *N.* in the County of *S.* (except ſuch of the ſame) as I have appointed, or hereafter, before the ſame ſale be fully compleat, ſhall appoint the ſaid *F.* to leave there ſtanding or growing. And the ſame, and every of them, to make, convert, imploy, uſe and diſpoſe after his diſcretion, for my Profit and Commodity, by all ſuch wayes and means as he ſhall think convenient for me. And all, and every the Sums of money to be due for the ſame, and every, or any part thereof, to receive and take up: And a true Accompt thereof, and of all his Imployment of the ſaid Woods, or any part thereof, to make unto me, when he ſhall be reſonably called thereunto: And I do not only for me, mine Heirs, and Executors, Covenant and Promiſe, to, and with the ſaid *F.* and his Aſſigns,

as well to ratifie and allow, as well as his and their Bargains, Dealings, and Diſpoſition of the ſaid Woods, and other the Premiſſes, or any part thereof, and to ſuffer the ſame, and every of them, quietly to be had, taken and accompliſhed, to all Intents and Purpoſes. As alſo, that he the ſaid *F.* and all other perſons that he ſhall appoint, ſhall and may, until the ſaid Woods, and other the Premiſſes be fully made, ſold, removed, and carryed away out of the ſaid Park, have free ingreſs, egreſs, and regreſs into, and from the ſame Park, for the making, buying, ſelling, ordering, converting, diſpoſing, removing, and carrying away of all and every of the ſame Woods, and other the Premiſſes, in manner and form, as by the ſaid *F.* ſhall be thought meet and convenient. But alſo for me, mine Heirs, Executors and Aſſigns, I do Grant, Promiſe, and Covenant, to and with the ſaid *F.* his Executors and Aſſigns, as well to ſave him and them harmleſs of all ſuch Promiſes and Bonds, as he the ſaid *F.* ſhall make, or enter into, to any perſon or perſons concerning the ſaid Woods, and other the Premiſſes, or any part or parcel thereof, or for the accompliſhment of any Bargain, Matter or Agreement, to be by him made, concluded, or taken in hand, touching the ſame, or any part thereof. As alſo to maintain and ſuffer this preſent warrant, and the authority given and limited thereby, to ſtand and continue in force and effect from henceforth in ſuch ſort, and until that he the ſaid *F.* only ſhall and may accompliſh the ſaid Wood ſale, and the making and ordering of the ſaid Wood, and other the Premiſſes, and all things that he ſhall take upon him concerning the effecting or performance thereof, by reaſon or occaſion of theſe preſents, according to the intent or limitation of the ſame. And that in conſideration of the pains and travel of the ſaid *F.* to be taken about the ſaid Woods, and other the Premiſſes, he ſhall have allowance and recompence at the hands of me the ſaid *L.* and my aſſigns in form following. That is to ſay, a ſhilling upon every pound of all and every the Sums of money that ſhall or may be made or due for the ſaid Woods, and other the Premiſſes, or any part thereof, over and beſides the Wages and Charges to be diſburſed to Workmen or Labourers, for, and about the making, ordering, or converting of the ſaid Woods, and other the Premiſſes, or any part thereof. And further, that in reſpect of the diſburſements made, and to be made by the ſaid *F.* for me the ſaid *L. L.* of his own proper money, I will make and give unto him ſome convenient recompence and allowance, upon his account aforeſaid, over and beyond the payment of all the Sums of money by him diſburſed, or to be diſburſed for me, or that I owe, or ſhall owe unto him by any means: All and every which allowances, recompences, and payments aforeſaid, I grant and promiſe to allow, and rebate unto the ſaid *F.* in his own hands, out of ſuch Sums of money as he is or ſhall be accomptable to me, for, by reaſon, or in reſpect of the ſaid Woods, and other the Premiſſes, or any part thereof, or by means or occaſion of theſe preſents, or any thing in them contained or ſpecified. In wit-

neſs, &c.

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A Letter of Attorney, to receive the Profits of a Parſonage.

BE it, &c. That I *G. B.* Clark, Parſon of the Rectory and Parish-Church of St. *D. B.* in *L.* Street of *L.* have made, &c. *J. H.* Haber. and *W. M.* Scriv. Cit. of *L.* my true and lawful Attorneys, joyntly and ſeverally for me, and in my name, to ask, levy, gather, recover and receive, all, and all manner of Tythes, Fruits, Profits, Oblations, Caſualties, Commodities, Emoluments, and Advantages whatſoever, of the ſaid Rectory, Church or Parſonage, or in any wiſe due, coming, renewing or growing, or which hereafter ſhall come, &c. from time to time, to me the ſaid *G.* by reaſon and means of the ſaid Rectory, Church, and Parſonage aforeſaid, or in the right of the ſame. And alſo all and ſingular the Church-Books, and other Books of the ſaid Church and Rectory, for me, and in my name, to view, purſue and ſee, as often as need ſhall require. And moreover, to pay and diſburſe out of the Receipts by them, or either of them, to be had, by reaſon of theſe preſents, all and ſingular Sums of money which I the ſaid *G.* am chargeable to diſburſe or pay, for, or by reaſon of the ſaid Rectory, Church and Parſonage: Giving, and by theſe preſents granting to my ſaid Attorneys, and to either of them, joyntly and ſeverally, full power and authority for me, and in my name, by all and ſingular wayes and remedies of the Law, to ſue and implead, and cauſe, &c. all and every perſon and perſons, whom it ſhall touch and concern, for the ſaid Tythes, Fruits, Profits, and either the Premiſſes, and every, or any of them, or any part or parcel of any of the ſame: And to recover in all and every the ſame Suit and Suits, and to ſue Execution, &c. And alſo to anſwer and defend in all and ſingular Actions and Suits, for me, with me, or againſt me, for, and concerning the Premiſſes, and every, or any of them, and in the ſame, or any of them, to win or loſe: And alſo to acquit, &c. one Attorney, &c. and all, &c. ratified, &c. In witneſs, &c.

For Collecting Debts.

KNow all men by theſe preſents, That I. *A. B.* Cit. and *G.* of *L.* have made, ordained, conſtituted, and by theſe preſents do make, ordain and appoint, my truſty and welbeloved Friends *C. D.* and *E. F.* of, &c. Yeoman, my true and lawful Attorneys, joyntly and ſeverally, to ask, require, recover and receive, for me, and in my name, and to my uſe, all and ſingular Sums of money, Goods, Chattels, Debts, Duties, and Demands, whatſoever they be, of all perſon and perſons in any wiſe due to me within this Realm of *E.* giving and granting to my ſaid Attorneys, and to every of them, my full

full power and lawful authority, for non-payment of the ſaid Sums of money, Debts, Demands and Duties, to Arreſt, Sue and Implead, Impriſon and Condemn, all, and every ſuch perſon and perſons as ſhall deny, or do not upon demand, pay or ſatisfie all ſuch Sums of money, Debts and Duties as are in any wiſe due unto me; and upon Receipt of the ſaid Sums of money, Goods and Debts, ſeveral and reſpective Acquittances, and other ſufficient Diſcharge, for me, and in my name, to make, ſeal and deliver, and one Attorney or more under them, to make, and at their pleaſure to revoke again: And further, to do all other things needful for recovery thereof, as I my ſelf might do, ratifying and confirming whatſoever my ſaid Attorneys, or either of them, ſhall lawfully do in my name concerning the Premiſſes, by theſe Preſents: In witneſs whereof, &c.

To receive Writings, and ſeal a Counter part of a Deed.

BE it known to all men by theſe preſents, That I *A. B.* of, &c. have aſſigned, made, ordained, conſtituted, authorized, and in my place by theſe preſents have aſſigned, made, ordained, conſtituted, and in my place put, my welbeloved Friend *C. D.* of, &c. my true certain, and lawful Attorney and Deputy in this behalf; That is to ſay, for me, and in my name, and to my uſe, to receive of *E. F.* of, &c. one Indenture to be made, ſealed, and delivered by the ſaid *E. F.* and for the recovery of the ſum 100 *l.* to the ſaid *E. F.* by *G. H.* of, &c. Gent. and alſo in my name, and to my uſe as aforeſaid, to take and receive of the ſame *E. F.* an Obligation, wherein the ſaid *E. F.* ſhall ſtand bound to me in the penal ſum of 50 *l.* for the performance of the Covenants, Grants, Articles and Agreements, which on his part are to be performed by force of the ſaid Indenture: And alſo for me, and in my name, to ſeal, ſubſcribe, and deliver, as my Act and Deed, the Counterpart of the ſaid Indenture, to me the ſaid *A. B.* to be made as aforeſaid, giving, and by theſe preſents granting to my ſaid Attorney my full power and authority, all, and every thing and things requiſite, neceſſary, and lawful in and about the Premiſſes, to do and execute, for me, and in my name, as well as I my ſelf might or could do, if I were perſonally preſent, ratifying and confirming whatſoever my ſaid Attorney ſhall lawfully do, or cauſe to be done, in or about the Premiſſes, to my uſe, &c.

To take Poſſeſſion of Lands upon a Liberate.

BE it known unto all men by theſe preſents, That I *A. B.* of, &c. Gent. have made, ordained, conſtituted, and in my ſtead and place by theſe preſents do make, ordain, conſtitute, and in my place put my welbeloved Friends *C. D.* and *E. F.* of *E.* in the County of *D.* Gent. my true and lawful Attorneys, joyntly and ſeverally, for me and in my name, and to my only uſe and behoof, to enter in and upon all ſuch Mannors, Meſſuages, Lands, Tenements, and Hereditaments of Sir *E. M.* Kt. within the ſaid County of *D.* as were lately extended at the Suit of me the ſaid *A. B.* and to me aſſigned by *R. H.* Sheriff of the ſaid County of *D.* and full and peaceable Poſſeſſion and Seiſin thereof, and every part and parcel thereof, by force and vertue of a Writ of *Liberate* in that behalf to me granted, and for me and to my uſe to hold, detain, and keep, and to put and place in poſſeſſion thereof, to my uſe, ſuch perſon and perſons, as to them or either of them ſhall ſeem meet, giving and granting to my ſaid Attorneys, joyntly and ſeverally, my full power and lawful authority, for me and in my name, to do all and every ſuch other act, thing, or things whatſoever, in and about the Premiſſes, as to them ſhall ſeem neceſſary and meet, as fully and effectually as if I my ſelf were preſent. In witneſs, &c.

A Letter of Attorney to ſurrender Copy-hold Lands.

BE it known unto all men by theſe preſents, That I *A. B.* &c. have made, ordained, conſtituted, and appointed, and by theſe preſents do make, ordain, conſtitute, and appoint, my truſty and welbeloved Friends *C. D. E. F. G. H.* &c. my lawful Attorneys and Attorney, for me and in my name, by all lawful wayes and means joyntly and ſeverally to ſurrender, according to the cuſtom of the Mannor of *R.* in the County of *S.* All ſuch Copy-hold Lands as I have within the Pariſh of *S.* parcel of the cuſtomary Lands of the ſaid Mannor, and all my Eſtate, Right, Title, Intereſt, Claim, Poſſeſſion, and Demand therein and thereout, and in and to every part and parcel thereof, to the uſe and behoof of *R. B.* his Heirs and Aſſigns for ever. And further, giving and granting by theſe preſents, that they, or any three, two, or one of them, ſhall and may do any other lawful act and acts whatſoever, concerning the Premiſſes, for the better effecting thereof, as fully and amply, to all intents and purpoſes, as I my ſelf in perſon might do, ratifying and allowing the ſame by theſe preſents. In witneſs, &c.

A Letter of Attorney, to deliver Poſſeſſion and Seiſin.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *M. S.* of *W.* in the County of *H.* ſendeth Greeting. Know ye, That whereas certain Indentures are made betwixt *M. S. J. S.* and *J. C.* and *E.* his wife, of the one part, and *K. B.* of the other part, mentioning or purporting a Bargain and Sale from them the ſaid *M. S. J. S.* and *J. C.* and E. his wife, to the ſaid *K. B.* of a Meſſuage or Tenement called *W.* and divers Lands, Tenements, and Hereditaments to the ſame belonging in the ſaid Indentures mentioned, as by the ſaid Indentures, due reference being thereunto had, it doth and may appear. Now the ſaid *M. S.* hath conſtituted, ordained, and appointed, and by theſe preſents doth conſtitute, ordain, and appoint *R. H.* his true and lawful Attorney for him, and in his name quiet and peaceable Livery of Seiſin and Poſſeſſion of the ſaid Meſſuage, Lands and Tenements, with their Appurtenances, or any piece or parcel thereof, in the name of the whole, to give and to grant unto the ſaid *K. B.* or her lawful Attorney or Attorneys in that behalf, authorized according to the true intent, purport, and meanirg of the ſaid recited Indentures. In witneſs, &c.

A Letter of Attorney to receive Poſſeſſion.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *K. B.* of *N.* in the County of *H.* Widow, ſendeth Greeting. Know ye, That whereas certain Indentures are made betwixt *M. S. J. S.* and *J. C.* and E. his wife of the one part, and the ſaid *K. B.* of the other part, mentioned or purporting a Bargain and Sale from them the ſaid *M. S. J. S.* and *J. C.* and E. his wife, to the ſaid *K. B.* of a Meſſuage or Tenement called *W.* and divers Lands, Tenements, and Hereditaments unto the ſame belonging, in the ſaid Indentures mentioned, as by the ſaid Indentures, due reference thereunto being had, it doth and may more at large appear. Now the ſaid *K. B.* hath conſtituted, ordained, and appointed, and by theſe preſents doth conſtitute, ordain, and appoint *F. F.* her true and lawful Attorney, for her, and in her name, quiet and peaceable Livery of Seiſin, and Poſſeſſion of the ſaid Meſſuage, Lands, and Tenements, with their Appurtenances, or any part or parcel thereof, in the name of the whole, to receive and take, of and from the ſaid *M. S. J. S. J. C.* and *E.* his wife, or their lawful Attorney or Attorneys in that behalf authorized, according to the true intent, purport, and meaning of the ſaid recited Indentures. In witneſs, &c.

Letters of Substitution.

A Letter of Substitution.

TO all, to whom these presents shall come, I *E. F.* of *G.* in the County of *H.* sendeth Greeting. Whereas *R. H.* of &c. Gent. by his certain Letter of Attorney bearing date, &c. hath made, ordained, constituted, and in his place put, me the said *E. F.* his true and lawful Attorney irrevocable, to ask, levy, recover, and receive, in the name of the said *R. H.* to the proper use and behoof of me the said *E. F.* from *A. R.* of &c. the Sum of 20 l. due unto him the said *R. H.* by vertue of an Obligation wherein the said *A.* standeth bound to the said *R.* as by the said Obligation dated &c. more fully may appear. And the said *R. H.* by his said Letter of Attorney, gave and granted to me the said *E. F.* his full and whole power, for the Execution of the Premisses, and for and in default of payment of the said Sum of 20 l. or any part thereof, the said *A. R.* his Executors or Administrators, in his name to arrest and imprison, and upon payment thereof, him out of prison again to deliver, and Acquittance or Acquittances, Release or other lawful discharge, in the name of the said *R. H.* to make, seal, and deliver, and to substitute under me one Attorney or more for the better effecting of the Premisses, and the same at my Will and pleasure to call again and revoke, as by the said Letter of Attorney, relation thereunto being had, more at large it doth and may appear. Now know ye, That I the said *E. F.* by force and authority of the said Letter of Attorney to me made, have ordained, substituted, and in my place put my welbeloved Friend *C D.* of *E.* &c. my true and lawful Deputy and Attorney, as well to ask, levy, recover, and receive, in the name of the said *R. H.* or in the name of me the said *E. F.* to the use and behoof of my said Attorney and his Assigns, the said Sum of 20 l. as also for default of payment thereof, or any part thereof, the said *A. R.* his Executors, Administrators, or any of them, to arrest, implead, and imprison, and Pleas and prosecutions against him or them to maintain in any Court or Courts whatsoever, and upon receipt thereof, in the name of the said *R. H.* or me the said *E. F.* to make, seal and deliver. And further to do, or cause to be done, any other lawful act, in or about the Premisses, as the said *E. F.* by vertue of the said recited Letter of Attorney, may or might have done therein, without any account thereof or in any part thereof to be rendred to me, my Executors, &c. Ratifying, confirming, and allowing, &c.

In witness, &c.

A

A Letter of Subſtitution.

TO all men, to whom theſe preſents ſhall come, *W. D.* the elder of *L.* Gent. ſendeth Greeting in our Lord God everlaſting. Where when it pleaſed the Queens Highneſs, to appoint *F. W.* of *L.* Eſq; her Ambaſſador *Leiger* in *France*, then the ſaid *F.* thinking it meet in his abſence to leave ſome perſon in truſt for his affairs here in *England*, did thereupon, by his Writing under his Seal, bearing date 23. *N. An.* 13. *R. Eliz.* make, conſtitute, authorize, and put in his place, me the ſaid *W. D.* his true, ſufficient, and lawful Attorney and Commiſſioner-general, either by my ſelf, or by my lawful Subſtitute or Subſtitutes, as to me ſhould ſeem moſt convenient; to execute, do, and finiſh, and cauſe, &c. all and ſingular his affairs and buſineſſes during his abſence, and until his return again into the Realm of *E.* as in my ſaid Commiſſion at large is contained and expreſſed. Now know ye, That I the ſaid *W.* by warrant and authority of the ſame Commiſſion, have named, ordained, appointed, and ſubſtituted in my place, touching the matter only in theſe preſents expreſſed; *A. B.* and *C. D.* Gent. my true, lawful, and ſufficient Deputies and Subſtitutes, for and in the name of the ſaid *F. W.* and to his uſe, as aforeſaid, &c. *Lui mettre et quelcſt deſtre faire parles Subſtitutes*, for me, to the doing and executing of all and ſingular the Premiſſes, I the ſaid *W. D.* by warrant of my ſaid Commiſſion, do give and grant unto the ſaid *A. B.* and *C. D.* full power and authority, and alſo like power and authority to do all acts and things, to be needful to be done, in or about the Premiſſes, or any of them: And to make ſeveral Acquittances if need be, for the acquittal of every receipt of the Premiſſes, to be received by the ſaid *A. B.* and *C. D.* by vertue of theſe Preſents, in as ample manner and form, as I the ſaid *W. D.* might do my ſelf, ratifying and allowing all and whatſoever that my ſaid Subſtitutes, for or in the name of the ſaid *F. W.* ſhall do or cauſe to be done in the Premiſſes, or any of them by theſe preſents. Provided alwayes, That it ſhall be lawful to me the ſaid *W. D.* to revoke and annihilate theſe preſents, and the power and authority thereby granted at my will and pleaſure: And that from the time of ſuch Revocation thereof to be made, theſe preſents ſhall be clearly void and of none effect, any thing above mentioned, to the contrary notwithſtanding. In witneſs, &c. *An.* 14 *Eliz.*

More-

MORTGAGES.

A Mortgage of one Piece of Land to make assurance of another Piece of Land by a day, and a Covenant, that if the Land mortgaged be redeemed, and after sold, the Vendee shall have the preferment to buy it before another.

THis Indenture, &c. Between *E. P.* of *E.* in the County of *L.* Gent. and *H. P.* Son and Heir apparant of the said *E. P.* on the one part, and *R. L.* of *T.* in the County of &c. Gent. on the other part, Witnesseth, That the said *E.* and *H.* for and in consideration of the Sum of 2400*l.* of &c. whereof &c. Have bargained and sold, given and granted, and by these presents do bargain &c. to the said *R.* and to his Heirs and Assigns for ever, all that the Mannor of *S.* with the Appurtenances in *M.* in the County of *L.* or elsewhere within the same County of *L.* and all other Messuages, Tofts, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Under-woods, Rents, Reversions, Services, Courts-Leets, View of Frankpledge, Waifes, Strayes, Heriots, Relief, Escheats, Profits of Courts and Leets, and all other common Advantages and Hereditaments whatsoever, with their Appurtenances to the said Mannor belonging, or in any wise appertaining, or which at any time heretofore have been reputed, accepted, taken, demised, occupied, or esteemed, as part, parcel, or member of the said Mannor: And all that Close or Pasture called &c. And also all other the Lands, Tenements, and Hereditaments, Rents, Reversions, and Services, within the Parish of *M.* aforesaid, which late were the Inheritance and Possession of one *E. H.* Esquire: And all other the Lands, Tenements, and Hereditaments, which the said *E. P.* and *H. P.* or either of them, now hath, or at any time had in *S.* aforesaid, in the said County of *L.* together with all and singular the Evidences &c. as many of which said Evidences as be in the Hands or Custody, &c. and also true Copies of all other Evidences touching the above bargained Premisses, or any part thereof, joyntly with other Lands and Tenements: the said *E.* and *H.* for them, their Heirs and Executors, do covenant to deliver, or cause &c. to the said *R.* his &c. on this side the Feast of *Easter* next coming: To have and to hold, all the said Mannor of *S.* with the Appurtenances, and the said Close of Pasture called &c. and all and singular other the Premisses, with their Appurtenances, to the said *R.* his Heirs and Assigns for ever, to the only use, &c.

And

And the ſaid *E.* and *H.* and either of them, for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do covenant and grant, to and with the ſaid *R. L.* his &c. in manner &c. That is to ſay, That they the ſaid E. and *H.* ſo far as is not let by ſuch former Conveyance, as the ſaid *E* hath heretofore made to the ſaid *R* now are, or one of them now is lawfully ſeized of the ſaid Mannor, Lands, Tenements, &c. above by theſe preſents bargained and ſold, of a good, perfect, abſolute, and pure Eſtate in Fee-ſimple, without any condition or limitation of uſe or uſes: And of ſuch Eſtate have, or one of them hath, good and lawful Right and Authority, to bargain, ſell, and aſſure all and ſingular the Premiſſes, above bargained and ſold to the ſaid *R.* his heirs and Aſſigns, for the only uſe of the ſaid *R.* and of his Heirs and Aſſigns for ever. And that the ſame Premiſſes now are, and for ever hereafter ſhall ſtand and continue to the ſaid *R.* his Heirs and Aſſigns, clearly diſcharged, or otherwiſe from time to time, and at all times, ſaved harmleſs by the ſaid *E.* and *H.* their Heirs, Executors, and Aſſigns, of and from all and ſingular former Bargains &c. except ſuch Leaſes for term or terms of years &c. upon which Leaſes the accuſtomed Rents or Services, or more been reſerved, and ſhall be yearly payable to the ſaid *R.* &c. during the ſame Leaſes: And except alſo ſuch Bargains and Incumbrances, as the ſaid *E.* hath heretofore made of the Premiſſes, or of any part thereof, to the ſaid *R.* and except moreover the Rents, Cuſtoms, and Services hereafter to grow due, to be paid and done to the chief Lord or Lords, of the Fee or Fees of the Premiſſes, in reſpect of their Seigniories only. And alſo, the ſaid *E.* and *H.* do covenant &c. that the ſaid Mannor, and other the above bargained Premiſſes, now are, and from henceforth ſhall or lawfully may be and continue to the ſaid *R.* his Heirs and Aſſigns, of the clear yearly value of 100 *l.* of &c. above all Charges and Reprizes. And that he the ſaid *R.* his Heirs and Aſſigns, ſhall or lawfully may have, hold, occupy, poſſeſs, and enjoy, all and ſingular the above bargained Premiſſes, according to the true intent and meaning of theſe preſents. And lawfully have, take, perceive, and receive, all the Rents, Iſſues, and Profits thereof, from time to time, to their own uſe for ever, without any lawful Challenge, Eviction, Recovery, or Expulſion, by any perſon or perſons. And that the ſaid *E. H.* and *K.* now wife of the ſaid *E.* and all having any Eſtate of Free hold or Inheritance of or in the ſaid Mannor, and other the Premiſſes, above bargained and ſold, at the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *R.* his Heirs, Executors, or Aſſigns, ſhall and will do, make, knowledge, ſuffer, and execute, and cauſe &c. all and every ſuch Act and Acts, Thing and Things in the Law, for the further Aſſurance, and ſure making of all and ſingular &c. to be had and made ſure to the ſaid *R.* his Heirs and Aſſigns, for their own uſe for ever; as by the ſame *R.* his Heirs or Aſſigns, or his or their Counſel learned in the Laws of this Realm, from time to time, and at all times during ſeven years, next after the date of theſe preſents, ſhall be lawfully and reaſonably deviſed or adviſed and required: be it by Fine, Feoffment, Deed or Deeds enrolled, Enrollments of theſe Preſents releaſe with Warranty againſt all men, Recovery or Recoveries, with Voucher or Vouchers, or otherwiſe in

Condition.

any other lawful and reasonable manner whatsoever; according to the true intent and meaning of these presents. Provided always, and the said E. for himself, his Heirs and Assigns, and for every of them, doth covenant, grant, and agree, to and with the said E. and *H.* their Heirs and Assigns, and their Heirs and Assigns of every of them, by these presents, That if the said *L. H.* or either of them now be, or if on this side the 24 day of *M.* which shall be &c. the said E. and *H.* or either of them, shall be and stand lawfully and absolutely seized in their Demesne as of Fee, of a good, perfect, lawful, and rightful Estate in the Law, by good and just Title, to the proper and only use and behoof of the said *E.* and *H.* their Heirs or Assigns, or of one of them, their Heirs and Assigns, absolutely without any condition of Redemption or Mortgage, as well of and in one Close of Meadow-Ground called &c. containing by estimation &c. late in the Occupation &c. in the Parish of *M.* aforesaid, butting &c. And also of and in that Close &c. And if then the said Close of Meadow, containing &c. and the said Close &c. and every part and parcel thereof, be, and stand, and from thenceforth for ever shall be, and stand clearly acquitted and discharged, or else at all times, from time to time for ever saved harmless by the said *E.* and *H.* their Heirs, Executors and Assigns, of and from all and singular other former Bargains &c. and of and from all and all manner of other former Estates, Titles, Charges, and Incumbrances whatsoever, (the Rents, Customs, and Services thereafter to be due to the chief Lords of the Fee or Fees thereof, in respect of their Seigniories, only excepted): And then if the same *E.* and *H.* and their Heirs and Assigns, or either of them, his Heirs or Assigns, so being seized of the said Close of Meadow, &c. and of the said Close &c. do at any time on this side the said 24 day of *M.* &c. at the Cost and Charges in the Law of the said *E.* and *H.* or of one of them, or of the Heirs or Assigns of one of them, well and sufficiently, by good, lawful, sure, and perfect Assurance in the Law, convey and assure in possession the said Close &c. and the said Close &c. unto the said *R.* his Heirs and Assigns in Fee-simple, to and for the proper and only use and behoof of the said *R.* his Heirs and Assigns for ever: That then immediately, from and after the said Conveyance and Assurance made by the said *E.* and *H.* or either of them, or the Heirs or Assigns of either of them, to the said *R.* his Heirs and Assigns, in form aforesaid, of the said Close &c. so discharged and saved harmless, as is aforesaid: The Bargain and Sale of all and singular the Premisses above made by these present Indentures and every thing therein comprised touching the Premisses, so above in and by these presents bargained and sold, and all and every other Conveyances, Bonds, and Assurances thereupon made, shall be utterly void and frustrate. And also that then and from thenceforth, the said *R.* his Heirs and Assigns, and every of them, shall stand and be seised of the said Mannor of *S.* with the Appurtenances, and of all and singular the Premisses, above by these presents bargained and sold, to the only and proper use and behoof of the said *E. P.* his Heirs and Assigns for ever. And whereas heretofore by one pair of Indentures, dated &c. made between the said *R.* on the one part, and the said *E.* on the other part; There are divers Covenants, Grants, and Agreements, made

between

between them touching the Premiſſes. The ſaid *E. P.* and *H. P.* for their part, and the ſaid *R. L.* for his part, and every of the ſame parties for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, do covenant, grant, and agree, to and with the other of them by theſe preſents, and that the ſaid Covenants, Grants, and Agreements, contained in the ſaid former Indentures, on either part to be done or performed towards the other, except that which concerns the payment of 2500 *l.* by the ſaid *E.* his Heirs, Executors, or Aſſigns, to the ſaid *R.* his &c. to be paid: And except all Uſes, and all Covenants and Agreements there made for any uſe or uſes, to be raiſed in any Lands or Tenements, by reaſon of payment of the ſaid 2500 *l.* ſhall be and ſtand in their full force and ſtrength, truly to be kept and performed, as if theſe preſents, or any other Aſſurance to be made, by vertue thereof had not, or ſhould not have been had or made, any thing in theſe preſents contained, to the contrary notwithſtanding. And the ſaid *E. P.* covenanteth with the ſaid *R.* his &c. That if hereafter the Inheritance of the Premiſſes, by theſe preſents above bargained, at any time during the lives of the ſaid *E.* and *R.* ſhall return to the ſaid *E.* and *H.* or to either of them; that then, and at any time, whilſt the ſaid *E.* and *R.* ſhall be living, the ſaid *E.* and *H.* or either of them, ſhall not bargain, ſell, or otherwiſe put away the ſaid Premiſſes above by theſe preſents bargained, or any part thereof, or the Mannor of *E.* with the Appurtenances, or any part thereof, of any Eſtate of Inheritance, or make, or grant any Rent-charge out of the ſame, or any part thereof, above the yearly value of 10 *l* to any perſon or perſons, unleſs the ſaid *E.* and *H.* do firſt tender thereof to the ſaid *R.* and then will grant and aſſure the ſame to the ſaid *R.* and his Heirs for ever, as good cheap, and at as low price, as they will ſell or grant the ſame, at any time, to any other perſon or perſons uprightly and ſimply, without any fraud or covin, ſo as the ſaid *R.* may then have the ſame for ſuch price as aforeſaid, if he will then ſo take and accept it. In witneſs, &c.

A very good Mortgage of a Grand Leaſe, and of the Rent of an under Leaſe thereout made, with Covenants to transfer the benefit of a Bond and Covenants, and a Covenant, that the Mortgagor ſhall deliver the Poſſeſſion of the Premiſſes Mortgaged, if he fail in payment.

THis Indenture, &c. Between *E. N.* of *L.* Clo. on the one part, and *R. B.* of *L.* Mer. on the other part, Witneſſeth, That whereas *A. M.* of *L.* Eſq. Son and Heir of Sir *R. M.* Kt. late Cit. and Ald. of *L.* deceaſed, by his Indenture of Leaſe, dated &c. did demiſe, grant, and to Farm let unto the ſaid *E. N.* all that Meſſuage or Tenement, called &c. and all Ware-houſes, Shops &c. ſcituate &c. except &c. To have and to hold &c. yielding and paying &c. as by the ſaid former Indenture &c. And whereas the ſaid *E. N.* *Recital of the Grand Leaſe.*

Recital of the under Leaſe.

ſithence by his Indenture, bearing date &c. Hath demiſed and letten to farm to *J. W.* &c. one little Shop, parcel of the ſaid Meſſuage, &c. To have and to hold the ſaid little Shop to the ſaid *J. W.* from the Feaſt &c. until the end and term of &c. yielding &c. to the ſaid *E. N.* &c. 6*l.* &c. as by the ſaid laſt recited Indenture of Leaſe more plainly &c. Now the ſaid *E.* for and in conſideration of the Sum of 226*l.* 13*s.* 4*d.* of &c. whereof &c. and thereof and therefore &c. hath given, granted, &c. to the ſaid *R.* all the ſaid Meſſu-

Grant.

age or Tenement, with the Appurtenances, and all and ſingular other the Premiſſes, with their Appurtenances, demiſed to the ſaid *E. N.* as aboveſaid, and the Reverſion and Reverſions thereof, and all the ſaid yearly Rent reſerved upon the ſaid Leaſe, made to the ſaid *J. W.* as aboveſaid: And alſo the ſaid original Indenture of Leaſe made to the ſaid *E. N.* and the Counterpart of the ſaid Leaſe, which the ſaid *E.* made to the ſaid *J. W.* and one

Habendum.

Obligation of 300*l.* wherein the ſaid *A. M.* ſtandeth bound to the ſaid *E.* for the performance of the Covenants of the ſaid original Leaſe, on the part of the ſaid *A.* his Heirs and Aſſigns to be performed, and all the Eſtate, &c. To have and to hold the ſaid Meſſuage, and other the Premiſſes, with the Appurtenances, by theſe preſents bargained and granted: And all the Eſtate &c. of the ſaid *E.* of, in, and to the ſame, to the ſaid *R. B.* his Executors, Adminiſtrators, and Aſſigns, for, by, and during all the reſidue of the ſaid term of 30 years now to come and unexpired. And the ſaid *E. N.*

Lawful Owner

covenanteth &c. in form &c. That he the ſaid *E.* now is the true and ſole Owner and Proprietor of the ſaid original Indenture of Leaſe, and of all the Premiſſes thereby demiſed, for all the reſidue of the ſaid term of 30 years yet to come, except only ſuch Intereſt as the ſaid *J. W.* hath in the ſaid

Exception.

little Shop, by vertue of the ſaid Leaſe to him thereof made as aforeſaid; And

Power to grant.

that he the ſaid *E.* now hath lawful Right and Authority, to give, grant, bargain, and ſell the ſaid Premiſſes above bargained, and every part thereof to the ſaid *R. B.* and his Aſſigns, according to the tenor and purport of theſe preſents, and that the ſaid Meſſuage or Tenement, and all other the above bargained Premiſſes, with their Appurtenances now are, and during all the reſidue of the ſaid term of 30 years now to come, ſhall be, ſtand, abide;

Free from Incumbrances. Exception.

and continue clear and free, diſcharged, and acquitted, or otherwiſe by the ſaid *E.* his Executors or Adminiſtrators, ſufficiently ſaved harmleſs, of and from all and ſingular ſo mer Bargains &c. had, made, done, knowledged, procured, or ſuffered, by the ſaid *E.* or his Aſſigns, or by his or their means, knowledge, conſent, or procurement, the yearly Covenants and Agreements, expreſſed in the ſaid original Indenture of Leaſe, hereafter for the part of the ſaid *E.* and his Aſſigns, to be paid and performed: And the ſaid Leaſe made to the ſaid *J. W.* whereupon the yearly Rent of 6*l.* aforeſaid is reſerved, and from henceforth during the ſame Leaſe ſhall or may be yearly payable to the ſaid *R.* and his Aſſigns, only except. And

That the original Leaſe is a good Leaſe.

further, That by the ſaid original Indenture, there is a good perfect, ſure, and lawful Leaſe, of all and ſingular the ſaid Meſſuage, and other the Premiſſes therewith demiſed, as aforeſaid (except only therein excepted,) which ſhall have, or lawfully may have, endurance and continuance in the ſaid *R.* and his Aſſigns, by and during all the reſidue of the ſaid term of

&c.

&c. now to come: And that as occaſion ſhall be given, from time to time, the ſaid *R.* his Executors, Adminiſtrators, and Aſſigns, at their own coſts and charges, in the name and names of the ſaid *E.* his Executors and Adminiſtrators, ſhall and may have and proſecute, all and ſingular ſuch Actions, Suits, Recoveries, Advantages, and Executions, againſt the ſaid *A. M.* his Heirs, Executors, Adminiſtrators, and every of them, of and upon the Covenants and Agreements contained in the ſaid Original Indenture, and the Obligations aforeſaid, and upon every or any of them, as by courſe of the Laws of this Realm may be had: And all Advantages and Profits thereof, ſhall and may have, detain, keep, and enjoy, to the only uſe of the ſaid *R.* his Executors and Aſſigns, without any Account making thereof, or of any part thereof, and without any let, denial, hinderance, or impeachment of the ſaid *E.* his Executors or Adminiſtrators; And that he the ſaid *E. N.* his Executors and Adminiſtrators, upon every reaſonable Requeſt, and at the coſts and charges of the ſaid *R. B.* his Executors or Aſſigns, ſhall and will vouch, maintain, and juſtifie, all and ſingular the ſaid Actions, Suits, Recoveries, and Executions, and ſhall not willingly do or knowledge, or cauſe to be done or knowledged, any thing in prejudice or hinderance of the ſaid *R. B.* his Executors or Adminiſtrators, in or touching the ſaid Suits, Actions, Recoveries, and Executions, or in or touching any of them: Provided alwayes, That if the ſaid *E. N.* his &c. do pay &c. to the ſaid &c. at the now Manſion houſe &c. the Sum &c. in manner and form following; That is to ſay, 171*l.* 15*s.* 4*d.* thereof, on the 22. of *A.* &c. and 108*l.* 18*s.* reſidue and in full payment of the ſaid Sum of &c. on the 22 of *A.* which ſhall be &c. that then and from thenceforth, theſe preſent Indentures, and the Gift, Grant, Bargain, and Sale aforeſaid, of all and ſingular the Premiſſes, ſhall be clearly and utterly void and fruſtrate, as though the ſame had never been or made. And the ſaid *R. B.* covenanteth &c. in form &c. *viz.* That when as the ſaid *E. N.* his Executors, Adminiſtrators, or Aſſigns, ſhall have paid, or cauſe to be paid, the ſaid Sum of 226*l.* 13*s.* 4*d.* and every part thereof, to the ſaid *R.* his &c. in form aforeſaid, or otherwiſe before-hand; that then, and at all times after, upon reaſonable Requeſt, the ſaid *R.* his Executors, or Adminiſtrators, ſhall re-deliver, or cauſe &c. to the ſaid *E. N.* his &c. the ſaid Original Indenture of Leaſe, and the ſaid Obligation, and the Counterpart of the ſaid Leaſe, made to the ſaid *J. W.* whole, ſafe, and uncancelled; And then ſhall agree and conſent, that that part of theſe preſents, under the Seal of the ſaid *E. N.* together with the other part thereof, under the Seal of the ſaid *R.* ſhall be cancelled, without any delay, fraud, or covin: And alſo, That the ſaid *R. B.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will permit and ſuffer the ſaid *E.* his Executors and Adminiſtrators, quietly to have, hold, and occupy the Premiſſes, and to take, have, and enjoy the ſaid yearly Rent reſerved upon the ſaid Leaſe, made to the ſaid *J. W.* from henceforth, until the ſaid 22 of *A.* &c. without any let, trouble, or eviction of the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, ſo as the ſaid *E.* his Executors or Aſſigns, do in the mean time, as well ſatisfie and pay the Rent, and keep the Covenants of the ſaid Original Indenture of Leaſe, which

Lawful for the Mortgagee to ſue upon the Covenants therein.

The Mortgagor to maintain ſuch Suits.

Proviſo.

The Mortgagee covenanteth upon payment of the Money, to deliver up the Original Leaſe, the Bond for performance of the Covenants, and the Counterpart of the under Leaſe, and agree that both parts of theſe preſents ſhall be cancelled.

The Mortgagee to enjoy, ſo as he pay the rent reſerved on the Original Leaſe, perform the Covenants, and pay the Mortgage money.

by vertue thereof ſhall be due to be paid and done, as alſo do inform aforeſaid, ſatisfie and pay to the ſaid *R.* his certain Attorney, Executors or Adminiſtrators, ſo much of the ſaid Sum of 226 *l.* 13 *s.* 4 *d.* as by the true meaning of theſe Preſents, ſhall in the mean time be due and payable. And the ſaid *E. N.* covenanteth, &c. That if the ſaid *E. N.* his Executors, Adminiſtrators, or Aſſigns, ſhall make Default, and ſhall not pay the ſaid Sum of &c. and every part thereof, to the ſaid *R.* his Executors, &c. in manner and form aforeſaid; that then, from time to time, and at all times, after ſuch default made, the ſaid *E.* his Executors, Adminiſtrators or Aſſigns, upon reaſonable requeſt, ſhall and will undelayedly yield up, and deliver all the ſaid Meſſuage, &c. except only the ſaid little Shop demiſed to the ſaid *J.* aforeſaid, into the Hands and Poſſeſſion of the ſaid *R.* his Executors and Aſſigns, clear and free acquitted of all Arrerages of the ſaid yearly Rent reſerved by the ſaid Original Leaſe, and of all Forfeitures, Re-entries, Cauſes or Cauſes of Forfeiture and Re-entry, and all other Damages, Harts and Incombrances, had or made, or in the mean time to be had, made, done, or ſuffered in any wiſe: In witneſs, &c.

If the money be not paid, the Mortgagor to deliver up the Premiſſes to the Mortgagee.

A Mortgage of a grand Leaſe, with the Rent reſerved upon an Under-Leaſe thereout made, alſo an Aſſignment of the Covenants and Bond made by the Under-Leſſee.

Grant.

THis Indenture, &c. Between *J. H.* &c. on the one part, and *T. W.* &c. on the other: Witneſſeth, That the ſaid *J. H.* for, and in conſideration of 60 *l.* whereof, &c. Hath given, granted, bargained, ſold, aſſigned, and ſet over, and by theſe preſents, &c. to the ſaid *T.* all the Eſtate, Right, Reverſion, Intereſt, Charge, Term and Terms of years, and Demand whatſoever, which he the ſaid *J.* hath, or ought to have, or may lawfully claim to have, of, in, or to the Scite of the late Monaſtery of &c. and of, and in one Meſſuage, &c. All which Premiſſes *A. B.* by Indenture, dated &c. demiſed to the ſaid *J.* from, &c. for, and during the term of 21 years then next enſuing, and fully to be compleat, and for the yearly Rent of 19 *l.* of, &c. payable, as by the ſaid Leaſe, &c. And alſo the ſaid *J. H.* for the conſideration aforeſaid, doth by theſe preſents, give, grant, bargain, &c. unto the ſaid *T. W.* the ſaid Indenture of Leaſe, and all the now Reſidue of the term of years therein ſpecified, and alſo the yearly Rent of 30 *l.* reſerved or agreed to be paid to the ſaid *J.* his Executors and Aſſigns, in, by, or upon one Demiſe by him the ſaid *J. H.* made and granted of divers parcels of the Premiſſes to *A. B.* &c. by Indenture dated &c. And alſo that part of the ſame laſt mentioned Indenture of Leaſe made to the ſaid *A.* which is under the Hand and Seal of the ſaid *A.* together with all other Conveyances, Deeds, Mynuments, Eſcripts and Writings, which he the ſaid *J.* hath, or ought to have, for, or touching, or by reaſon or means of the Premiſſes,

or

or any of them. To have and to hold all the said Estate, Interest, Reversion, Term and Terms of years, and all and singular other the Premisses, with their Appurtenances, to the said *T. W.* his Executors, Administrators and Assigns, immediately from henceforth unto the end and term of the said 21 years mentioned in the said Indenture of Lease, made by the said *A.* to the said *J.* as aforesaid. And the said *J.* for him, &c. covenanteth, &c. in form, &c. That he the said *J.* at the time of the ensealing and delivery of these presents, is true and lawful Owner of the said Original Indenture of Lease; and that he the said *J.* now also is true, full, absolute, and perfect Owner, and lawfully possessed, as well of the said yearly Rent of 30 *l.* for the term of 15 years next ensuing from &c. as also of the Reversion of all and singular the Premisses demised to the said *A. B.* as aforesaid, with their Appurtenances, for all the term of 15 years specified in the said Indenture of Demise, made to the said *A. B.* to the only use of the said *J.* and his Assigns, without any manner of Condition whatsoever. And that the said yearly Rent of 30 *l.* and all other the Premisses above limited, or mentioned by these presents, to be bargained, &c. to the said *T.* now are, and from henceforth shall continue, remain, and be to the said *T. W.* his Heirs, Executors, Administrators and Assigns, for, and during all the said 15 years specified in the said Indenture of Lease made to the said *A. B.* free and clearly discharged, &c. of, and all and singular former Bargains, &c. Releases and Incumbrances whatsoever, had, made, or done by the said *J.* or in his default, or by his means, knowledge, consent or agreement. And that the said yearly Rent of 30 *l.* from henceforth, until the end of the said 15 years next ensuing, from the first of *S.* last past, before the date hereof, shall or may lawfully be due and payable to the said *T.* his Executors and Assigns, according to the Tenor and Purport of the said Indenture of Lease made to the said *A. B.* as aforesaid, and according to the true meaning of these Presents. And whereas the said *P. S.* and *G. S.* of, &c. *C. F.* and *R. E.* of, &c. by their Obligation, dated, &c. do stand bound to the said *J.* in the sum of 2 0 *l.* of, &c. with a Condition thereupon endorsed, touching the payment of the said yearly Rent of 19 *l.* reserved upon the said Original Indenture of Lease to, &c. and for, and touching such other matters, as in the same Condition are expressed. And where also the said *P. S. P. A. J. S.* and *G. S.* by their Obligation, dated, &c. do stand bound to the said *J. H.* in the sum of 100 *l.* of, &c. with a Condition thereunder written, touching the performance of the Covenants, Clauses and Agreements which are to be performed on the behalf of the said *P.* his Executors or Assigns, specified and comprised in the said Indenture of Demise, made to the said *P.* as aforesaid, the said *J. H.* for him, his Executors and Administrators, doth by these presents, give, transport, and set over unto the said *T.* his Executors and Assigns, the said several Obligations, and the said several Sums of money in them severally specified; and all Actions, Rights and Demands, to, and in the same, and every of them, to have, take, recover, and enjoy the same, to the use of the said *T. W.* his Executors and Assigns, without yielding any account, of or for the same, or any part thereof, in as large and ample manner and form, as the said *J.* ought, or he, his Executors or Administrators, may

Habend.

That he is lawfully possessed.

That the rent reserved upon the under Lease shall be payable to the Mortgagor.

Assignment of the Bonds and Covenants.

recover or obtain, or might have recovered or obtained the ſame, if this preſent Indenture had never been had nor made, to, in, for, and about recovering, obtaining, getting, and diſcharging of which ſaid ſeveral Sums of money conteinted, or ſpecified in the ſaid ſeveral Obligations, and the proſecuting and ſuing out of all Actions, Suits, Judgments, and Executions in that behalf, and the doing and executing of all things to or for thoſe effects. The ſaid *J. H.* for him, &c. by theſe preſents, doth clearly, fully, and abſolutely give, grant, and transfer unto the ſaid *T. W.* his Executors and Adminiſtrators, full and irrecoverable power and authority, in as ample manner, and in ſuch manner as ſhall be requiſite in the Law. And further, the ſaid *J.* for him, &c. covenanteth, &c. That he the ſaid *J.* heretofore hath not acquitted, diſcharged, or made void. And that he the ſaid *J.* his Executors or Adminiſtrators, or any of them, ſhall not acquit, &c. the ſaid Obligations or Sums of Money, or any of them, or any part or parcel of them, or of any of them, or of the Covenants, Grants, Articles, or Agreements mentioned in the ſaid Indenture of Leaſe, made to the ſaid *P. S.* as aforeſaid, or any of them, without the ſpecial conſent and requeſt in Writing of the ſaid *T.* his Executors or Adminiſtrators, firſt thereſore had and made. And that the ſaid *J.* his Executors or Adminiſtrators, at any time, without like requeſt and conſent as aforeſaid, ſhall not receive, take, or otherwiſe diſcharge or acquit the ſaid ſeveral Sums of money contained in the ſaid ſeveral Obligations, or any part or parcel of them, or of either of them; and alſo that the ſaid *T.* his Executors and Adminiſtrators, without let or interruption of the ſaid *J.* his Executors or Adminiſtrators, or any of them, or of any other, by the means of any of them, ſhall and may recover, and obtain the ſaid ſeveral Sums of money ſpecified in the ſaid ſeveral Obligations, and every part, &c. and take, retain, and enjoy the ſame, and every part of them, from, and after the recovery and obtaining thereof, to the uſe of the ſaid *T.* &c. without any account of, or for the ſame, or any part thereof, to be yielded or demanded, to, or by the ſaid *J.* his Executors or Adminiſtrators, or any of them; and that the ſaid *T.* his Executors and Aſſigns, ſhall, and may in the name and names of the ſaid *J.* his Executors and Adminiſtrators, or of any of them, releaſe, acquit and diſcharge the ſaid ſeveral Obligations, and all Articles and Covenants to the ſaid *J.* made, touching or concerning the Premiſſes, or any of them. And alſo that he the ſaid *J.* his Executors and Adminiſtrators, from time to time, and at all times hereafter, at the Requeſt and Charges of the ſaid *T.* his Executors or Aſſigns, ſhall and will ratifie, avow, juſtifie, maintain, and allow all and ſingular ſuch lawful Actions, Suits, Judgments, Executions, Acts and Attempts, as in his or their Name or Names ſhall be commenced, had, taken, or attempted, for, or about the Recovery, or obtaining of all and ſingular the ſaid Sums of money, or of them, or any part or parcel of them, or any of them. Provided alwayes, and it is agreed, &c. That it ſhall be lawful for the ſaid *J.* &c. without any let of the ſaid *T.* &c. To take and receive of the ſaid *P. S.* his, &c. to the uſe of the ſaid *J.* his, &c. on the firſt of *S.* next, &c. or at any time before or after, all that Rent of 30 *l.* of, &c. which for the Premiſſes demiſed to the ſaid *P.* as aforeſaid, ſhall be due for one whole year, on

That the Mortgagor hath not made void or acquitted any of the Bonds or Covenants.

Not to acquit or receive any money upon the Bonds, without the conſent of the Mortgagee.

To juſtifie Suits

The Mortgagee to receive the rent upon the under Leaſe.

on the ſame firſt day of *S.* next coming. And that provided, &c. That if the Vendor pay the Vendee 60 l. of, &c. the 19th. of *J.* next, &c. That then this Indenture of Bargain and Sale ſhall be void, and the ſaid *K.* ſhall re-deliver the Writings ſafe, &c. In witneſs, &c.

A Mortgage of a Reverſion of Land *in* London, *paſſed by way of Recovery, the ſame Reverſion being in the Mortgagor, and the Heirs of his Body; and the Recovery being brought alſo againſt the Tenant for life, (a Woman and her Husband.)*

This Indenture Tripartite, &c. Between *A. C.* Cit. and S. of *L.* and *K.* his wife, late wife of *R. C.* late Cit. and D. of *L.* deceaſed, on the firſt part, and *J. C.* eldeſt Son of the ſaid *R. C.* on the ſecond part; and *J. D.* and *W. G.* of *L.* Yeoman, on the third part: Witneſſeth, That where the ſaid *A.* and *K.* as in the right of the ſame *K.* do now hold, and are lawfully entituled to hold and enjoy, for, and during the term of the natural life of the ſaid *K.* one Meſſuage or Tenement, with the Appurtenances, late parcel of the poſſeſſions of the ſaid *R. C.* which Meſſuage, with the Appurtenances, now is in the ſeveral Tenures of, &c. and is ſcituate and lying in, &c. The Reverſion of which ſaid Meſſuage, with the Appurtenances, after the deceaſe of the ſaid *K.* doth lawfully belong and appertain to the ſaid *J. C.* and his Heirs, or the Heirs of his Body; and whereas the ſaid *J. C.* before this time hath had and received of the ſaid *A. C.* the Sum of, &c. of lawful, &c. for, and in conſideration of an Eſtate and Aſſurance, according to the tenor and purport of theſe Preſents to be had and made of the ſaid Meſſuage or Tenement, with the Appurtenances unto the ſaid *A.* and his Heirs, from and after the deceaſe of the ſaid *K.* for ever. Now, for the executing and making of the ſaid Eſtate and Aſſurance accordingly: It is covenanted and agreed by and between the ſaid Parties to theſe Preſents, for themſelves and their Heirs, in manner and form following; That is to ſay, That the ſaid *A.* and *K.* his Wife, and the ſaid *J. C.* ſhall before the Feaſt of *E.* now next coming, permit and ſuffer the ſaid *A. B.* and *C. D.* in a Writ of Right Patent, according to the Cuſtom of the City of *L.* in due form, with Voucher or Vouchers, to recover againſt the ſaid *A.* and *K.* and *J. C.* the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, in ſuch manner and form as by the learned Counſel of the ſaid *A.* ſhall be lawfully and reaſonably deviſed or adviſed. And the ſaid Parties, for them and their Heirs, have further agreed by theſe Preſents, That the ſaid Recovery ſhall be, and that the ſaid *A. B.* and *C. D.* and their Heirs, from and after the ſaid Recovery ſo had and paſſed of the ſaid Meſſuage and Tenement aforeſaid, with the Appurtenances, ſhall thereof, and of every part thereof, ſtand and be ſeiſed, to, and for the only Uſes and Intents hereafter in theſe Preſents expreſſed, and to none other Uſe, Intent, or Purpoſe whatſoever; That is

Covenant to ſuffer the Recovery.

The Recoverers to ſtand ſeized to the uſe of J. C. and his Heirs, under a condition of paying a ſum of money to A. C.

is to ſay, To, and for the Uſe of the ſaid *K.* for, and during the term of her natural life; and after her deceaſe, to the only uſe and Behoof of the ſaid *J. C.* his Heirs and Aſſigns for ever, upon, and under the condition following; That is to ſay, That the ſaid *J. C.* his Heirs, Executors, or Aſſigns, ſhall well and truly pay, or cauſe, &c. to the ſaid *A. C.* his Executors or Adminiſtrators, the Sum of, &c. of lawful, &c. at, &c. on, &c. Provided always, That if the ſame *J. C.* his Heirs, Executors and Aſſigns, or ſome of them, do not well and truly pay, or cauſe, &c. to the ſaid *A.* his, &c. at, &c. the ſaid ſum of, &c. on, &c. That then, and from thenceforth the ſaid *A B* and *C. D.* and the Survivor of them and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuage, &c. to, and for the uſe and behoof of the ſaid *K.* only, for, and during the term of her natural life as aforeſaid, and from and after her deceaſe, to, and for the only uſe and behoof of the ſaid *A. C.* and of his Heirs and Aſſigns for ever, without any manner of Condition, and to none other uſe, intent, or purpoſe whatſoever. And the ſaid *J. C.* for him, &c covenanteth with the ſaid *A.* &c. in form, &c. that he the ſaid *J. C.* now is, and at the time of the knowledging of the ſaid Recovery, and until the ſame ſhall be clearly paſſed and finiſhed, and the ſeiſin thereupon ſhall be executed, ſhall ſtand and be ſeiſed of the ſaid Meſſuage, &c. of an Eſtate in Reverſion, immediately after the death of the ſaid *K.* to the only uſe and behoof of the ſame *J. C.* and his Heirs, or the Heirs of his Body, without any condition and other limitation of uſe whatſoever; and that he the ſaid *J. C.* hath good Right, and lawful Authority and Power in and by the Law, to convey and aſſure the ſaid Meſſuage, &c. to the ſaid *A. C.* his Heirs and Aſſigns in form aforeſaid, and that if the ſaid *J. C.* his Heirs, Executors or Aſſigns, do not pay to the ſaid *A.* his Executors or Aſſigns, the ſaid Sum of, &c. in form aforeſaid, that then the ſaid *A.* his Heirs and Aſſigns, ſhall and may lawfully, without any Condition, have, hold, occupy, and enjoy the ſaid Meſſuage, &c. for ever, and take, perceive, receive, and enjoy all the Iſſues, Rents, and Profits of the ſame for ever, according to the true meaning of theſe preſents. And that then, and from thenceforth, the ſaid Meſſuage, &c. ſhall be, and ſtand to the ſaid *A.* his Heirs and Aſſigns, clear and free diſcharged and acquitted, or otherwiſe, from time to time, and at all times, ſufficiently ſaved harmleſs by the ſaid *J.* &c. of, and from all and ſingular former Bargains, &c. at any time heretofore had, knowledged, ſuffered, made, done or procured, or hereafter, before the ſeiſin executed upon the ſaid Recovery, to be made, done, knowledged, procured, or ſuffered by the ſaid *J. C.* or by any other perſon or perſons by or under his eſtate, or by his means, Conſent or Procurement (the chief Rents and Services, &c. except.) And further, the ſaid *J. C.* covenanteth with the ſaid *A. C.* &c. that he the ſaid *J. C.* and his Heirs, at the requeſt and charges in the Law only of the ſaid *A.* his Heirs or Aſſigns, from time to time, and at all times, during 2 years next after default ſhall be made in payment of the ſaid Sum, or any part thereof, contrary to the form above limited, ſhall and will not only do, ſuffer, knowledge, and execute, and cauſe, &c. all and every ſuch further Act and Acts, Aſſurance and Aſſurances, Thing and Things, for the further aſſurance, and better conveying of the Premiſſes to the ſaid *A.* his Heirs and Aſſigns, according

If J. C. make default to the uſe of A. C. and his Heirs.

That J. C. is ſeized.

Power to convey.

After default of payment A. C. to enjoy.

Freed from Incumbrances.

Further Aſſurance.

ording to the true meaning of these presents, as by the said *A.* &c. shall be devised, but also upon like request as aforesaid, at any time after the said Recovery passed, shall and will, by his or their sufficient Deed, release to the said Recoverers, and their Heirs, or to the Survivor of them, and his Heirs, all Errors, Defaults, and Mis-pleading whatsoever, to happen in the process of Recovery aforesaid, or in the Execution of the seisin upon the same: In witness, &c.

A very good Mortgage of Land, with a Revocation of Uses thereof, declared in a former Indenture, where also it is provided, That if the Money be paid accordingly, then the Land to be to the Uses contained in the said former Indenture.

THis Indenture, &c. Between the Right Honourable *W* Earl of *E.* &c. on the one part, and *W. D.* Cit. and G. of *L.* on the other part, Witnesseth, That the said Earl, for and in consideration of the Sum of 642 *l.* of, &c. whereof, &c. Hath given, &c. and by these Presents doth fully and clearly give, grant, bargain, and sell unto the said *W. D.* his Heirs and Assigns, all that the Mannor of *S.* in the Parish of *L.* in the County of *E.* with all and singular the Appurtenances in the Parish of *T.* in the same County of *E.* and all and singular Messuages, Lands, Tenements, Meadows, Pastures, Feedings, Rents, Reversions, Services, Woods, Under-Woods, and all other Profits, Commodities, and Hereditaments whatsoever, to the said Mannors, or either of them, belonging or appertaining, or as part, parcel, or member of the same Mannors, or either of them, had, used, occupyed, or enjoyed, or so being usually granted, demised, or letten to Farm, and all and singular Mannors, Messuages, Lands, Tenements, Rents, Reversions, and Hereditaments whatsoever, in the said Parishes of *L.* and *T.* or either of them, commonly called or known by the name or names of *S.* and *L.* or by all or any of the same names, and all and singular Courts, Court-Leets, Views of Frank-pledge, Profits, and Perquisites of Courts, Priviledges, Franchises, Jurisdictions, Liberties, and Royalties whatsoever, which the said Earl hath, or ought to have, in the said Mannors, or any other the Premisses, before bargained and sold, or any part thereof, and all Rents reserved upon any Lease or Leases made of the Premisses, or any part or parcel thereof, and also all the Estate, Right, Title, Interest, Reversion, Remainder, Use, Possession, Propriety, Claim, and Demand of the said Earl, of, in, and to all and singular the Premisses, together with all and singular Deeds, Evidences, Charters, Letters-Patents, Writings, Copies of Court-Rolls, Terriers, Escripts, and Mynuments, onely touching the Premisses, or any part thereof. To have and to hold the said Mannors of *S.* and *L.* with all and singular their Appurtenances, and all other the Premisses, bargained and sold by these Presents, to the said *W. D.* his Heirs and Assigns, to the onely use, &c. Provided allwayes,

And

And nevertheleſs the ſaid *W. D.* for him, his Heirs, Executors, &c. doth covenant, grant, and agree, to and with the ſaid Earl, his Executors, and Adminiſtrators, by theſe preſents, that if he the ſaid Earl, his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do pay, or cauſe, &c. to the ſaid *W.* his Executors, or Adminiſtrators, or to his or their lawful Deputy or Attorney, at, &c. the Sum of 642 l. of, &c. on the 1 of *D.* next coming after the Date hereof, between the hours of, &c. That then, and from thenceforth, the Gift, Grant, Bargain and Sale, made of all and ſingular the Premiſſes, by theſe preſents, to the ſaid *W. D.* and all Covenants and Articles comprized in theſe Preſents, on the part of the ſaid Earl, and his Heirs, to be performed, and all Bonds made or to be made, for performance of the Covenants thereof, ſhall be utterly void and of none effect. And that then and from thenceforth (a Re-entry in the Earl, &c.) any thing, &c. to the contrary, &c. And the ſaid Earl, for the making of a good Aſſurance of all and ſingular the Premiſſes to the ſaid *W. D.* and his Heirs for ever, under the Condition aforeſaid, by this Writing ſealed with the Seal, and ſigned with the Hand of the ſaid Earl, in the preſence of thoſe 3 Witneſſes, whoſe Names are to theſe Preſents ſubſcribed, doth repeal, revoke, determine, and declare to be repealed, revoked, and determined, all and every the uſes, intents, giſts, and grants whatſoever, which the ſaid Earl by his (*a*) Indenture Tripartite bearing Date, &c. hath made, declared, or agreed unto, onely concerning the Premiſſes, bargained by theſe Preſents, to or with the Right Honourable *A.* Lord *G.* and his Co-Feoffees. And the ſaid Earl covenanteth, &c. in form, &c. That he the ſaid Earl, at the ſealing, delivery, and knowledging of this Indenture, is by good, ſure, and lawful Right and Title in the Law, ſole ſeiſed in his Demeſne, as of Fee-ſimple, of and in all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, by theſe Preſents bargained and ſold, to the onely uſe of the ſaid Earl and his Heirs, abſolutely without any Condition, and of ſuch Eſtate, hath full Power, and lawful Right and Authority in the Law, to give, grant, bargain, ſell and aſſure the ſame Mannors, with their Appurtenances, and all other the above-bargained Premiſſes, to the ſaid *W.* his Heirs and Aſſigns, in manner and form aforeſaid; and that if the ſaid Earl, his Heirs, Executors, or Adminiſtrators, do not pay, or cauſe, &c. the ſaid Sum of, &c. to the ſaid *W. D.* &c. in ſuch manner and form, as to the payment thereof is above limited, in and by theſe Preſents, that then and from thenceforth the ſaid *A.* Lord *G.* and his Co-Feoffees, and all and every other perſon and perſons, by reaſon of any former Eſtate ſeiſed, or to be ſeiſed of the ſaid Mannors, and other the Premiſſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeiſed to the onely uſe of the ſaid *W.* and of his Heirs, and to none other uſe whatſoever; and alſo, that then, and at all times, during the ſaid ſpace of 3 years next following the time of ſuch Default made in the ſaid payment of the ſaid Sum of, &c. or any part thereof, he the ſaid Earl, and the Right Honourable Counteſs now his Wife, and the Heirs and Aſſigns of the ſaid Earl, and all and every other perſon and perſons, which then ſhall have, or lawfully may claim to have, any former Intereſt, Right, Title, or Eſtate, in or to the Premiſſes, or any part thereof,

(a) *This Indenture is contained in this Book, entituled* (For the Conveyance of Land, for performance of a Will, &c.)

thereof, by or under the Eſtate or Intereſt of the ſaid Earl, or any of his Anceſtors (all and ſingular perſon and perſons, claiming only by Leaſe or Leaſes, for the term of years, or under, now to come, or by Copy of Court-Roll, made according to the ſeveral Cuſtoms of the ſaid Mannors, or any of them, whereupon the ancient and old yearly Rents, Duties, and Services, or more, been reſerved from henceforth, to be paid and done to the Owner or Owners of the Reverſion of the Premiſſes only except) ſhall and will upon reaſonable Requeſt therefore made, and at the coſts and charges in the Law of the ſaid *W.* his Heirs or Aſſigns, do make, knowledge, and ſuffer, and cauſe to be done &c. all and every ſuch further Act and Acts, Thing and Things, Aſſurance and Aſſurances whatſoever, for the better conveyance, aſſurance, and ſure making, of all and ſingular the Premiſſes, bargained and ſold by theſe preſents, to be had and made ſure to the ſaid *W.* his Heirs and Aſſigns, to the only uſe of the ſaid *W.* his Heirs and Aſſigns for ever, without any Condition, with Warranty againſt all men, or otherwiſe without Warranty, as by the Councel learned in the Laws of this Realm of the ſaid *W.* his Heirs or Aſſigns, ſhall be reaſonably deviſed or adviſed, and that at all times, after any ſuch default of payment of the ſaid Sum &c. or any part thereof, had or made as aforeſaid, the Premiſſes by theſe preſents bargained and ſold, ſhall be, or lawfully may be and abide to the ſaid *W.* his Heirs and Aſſigns, from thenceforth for ever, of the clear yearly value of &c. over and above all Charges and Repriſes. And alſo, That the ſaid Mannors &c. now are, and at all times after ſuch default happning, in payment of the ſaid Sum of &c. or of any part thereof, as aboveſaid, ſhall continue to the ſaid *W.* his Heirs and Aſſigns, clearly acquitted and diſcharged, or by the ſaid Earl, his Heirs, Executors, or Adminiſtrators, or by ſome of them, ſufficiently ſaved harmleſs, from time to time, of and from all and ſingular former Bargains &c. and of and from all other former Titles, Eſtates, Charges and Incumbrances whatſoever (the chief Rents and Services from thenceforth to become due &c. in reſpect of their Seigniories only) and ſuch Leaſes and Copies as have been above excepted, only except and ſorpriſed. And further alſo, that after ſuch default of payment made as aforeſaid, of the ſaid Sum of &c. or any part thereof, he the ſaid Earl, his Heirs, Executors, or Aſſigns, ſhall and will within the ſpace of ſix months then next following at the Manſion-houſe of the ſaid *W.* well and ſafely deliver, or cauſe &c. to the ſaid *W.* his Heirs or Aſſigns, all and ſingular the Deeds &c. above by theſe preſents bargained and ſold, or all ſuch or ſo many of them as the ſaid Earl now hath, or which he, or his Executors or Adminiſtrators, then ſhall have, or may lawfully come by without Suit in the Law. And the ſaid *W. D.* covenanteth &c. that he the ſaid *W. D.* his Heirs and Aſſigns, ſhall permit and ſuffer the ſaid Earl his Heirs and Aſſigns, to have and take, to the only uſe of the ſaid Earl, his Heirs and Aſſigns, all and ſingular Commodities, Rents, and Profits, of all and ſingular the Premiſſes, from the day of the date of theſe preſents, until the ſaid 1. day of *D.* next coming as aboveſaid, ſo as no ſtroy or wilful waſte be done or committed, in or upon the Premiſſes, or any part thereof. Provided alwaies, and nevertheleſs it is agreed, condeſcended, and covenanted, between the ſaid Earl, and *W.* for them,

them, their Heirs and Aſſigns, by theſe Preſents, That if he the ſaid E. his Heirs, &c. do pay, &c. the ſaid ſum, &c. to the ſaid *W.* &c. according to the form and manner therefore above limited in theſe Preſents, that then and from thenceforth for ever the ſaid *A.* Lord *G.* and his ſaid Co-Feoffees, and the ſaid *W. D.* and his Heirs, and all and every other perſon and perſons, by reaſon of any former Eſtate ſeiſed of the ſaid Mannors, and other the Premiſſes, or any part thereof, by or from the ſaid *W. D.* ſhall thereof, and of every part thereof, ſtand and be ſeiſed from thenceforth for ever, to the onely uſes, intents, and purpoſes, expreſſed and declared in the ſaid former Indenture *Tripartite*, above in theſe Preſents recited, and to none other uſe or uſes, intent or purpoſe whatſoever, any thing, &c. In witneſs, &c.

A good Mortgage.

THis Indenture made, &c. Between *G. F.* of *L.* Son of *G. F.* late of *B.* in the County of *K.* Gent. deceaſed, of the one part, and *J. C.* and *F.* of *L.* aforeſaid, of the other part, Witneſſeth, That the ſaid *G. F.* for and in conſideration of the Sum of, &c. of lawful money of *England* to him paid, at the enſealing and delivery of theſe preſents, by the ſaid *J. C.* whereof and wherewith, he the ſaid *G. F.* doth acknowledge and confeſs himſelf to be fully ſatisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and diſcharge the ſaid *J. C.* his Heirs, Executors and Adminiſtrators, and every of them by theſe preſents, hath aliened, granted, bargained, ſold, conveyed, aſſumed and confirmed, and by theſe preſents doth fully, clearly, and abſolutely alien, grant, bargain, ſell, convey, aſſure, and confirm unto the ſaid *J. C.* his Heirs and Aſſigns for ever, all thoſe five Meſſuages or Tenements, with all the Cellars, Shops, Sollers, Entries, Houſes, Stables, Buildings, Chambers, Rooms, Yards, Back ſides, Gardens, Grounds, Lights, Eaſements, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſame belonging or appertaining, or to or with the ſame uſually occupied, uſed, demiſed, or enjoyed, now or late in the ſeveral Tenures, Poſſeſſions, or Occupations of *J. C. R. P. W. C.* and *R. W.* their Aſſignee or Aſſigns, ſcituate, lying, and being, &c. which ſaid 5 Meſſuages or Tenements, were late but 3 Meſſuages or Tenements, and were ſometime in the ſeveral Tenures, Poſſeſſions, or Occupations of *M. M.* deceaſed, the ſaid *R. P.* and *J. C.* their Aſſignees, or under-Tenants: And all and ſingular other the Meſſuages, Gardens, Lands, Tenements, and Hereditaments whatſoever, whereof or wherein the ſaid *G. F.* hath any Eſtate of Inheritance or Freehold, ſcituate, lying and being in the ſaid Pariſh, &c. And the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the before-mentioned bargained Premiſſes, and every part and parcel thereof: And alſo all and all manner of Rents, Duties, Services, and Profits reſerved or payable, for or in reſpect of every or any of the ſaid bargained Premiſſes. And alſo all the Right, Eſtate, Title, Intereſt, Poſſeſſion, Uſe, Claim, and Demand whatſoever, which he the ſaid

Grant.

said *G. F.* now hath, may, might, should, or ought to have, of, in, to or out of, the Premisses before bargained and sold, or of, in, to, or out of, any part or parcel thereof. And also all and singular Deeds, Evidences, Charters, Writings, Fines, Escripts, and Muniments, touching or concerning the said bargained Premisses, or any part or parcel thereof, To have and to hold the said Messuages or Tenements, and all and singular other the Premisses before by these presents granted, or meant, mentioned, or intended to be granted, bargained, sold, and confirmed, with their, and every of their Appurtenances, unto the said *J. C.* his Heirs and Assigns for ever, to the only proper use and behoof of him the said *J. C.* and of his Heirs and Assigns for ever. *Deeds.* *Habend.*

Provided always nevertheless, and upon this Condition, That if the said *G. F.* his Heirs, Executors, Administrators, or Assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *J. C.* his Heirs or Assigns, or to any of them, at or in the now dwelling-house of the said *J. C.* scituate and being, &c. the several Sums of lawful money of *England*, hereafter in these presents mentioned, at the dayes and times here limited and appointed, That is to say, &c. without fraud, covin, or further delay, that then and from thenceforth this present Indenture of Bargain and Sale, shall cease, determine, and be utterly void and of none effect, to all intents, constructions, and purposes: And that then also it shall and may be lawful for the said *G. F.* his Heirs and Assigns, into and upon all and singular the said bargained Premisses, and every part and parcel thereof, wholly to re-enter, and the same to have again, retain, and re-possess, as in his and their former Estate, any thing in these presents contained, to the contrary thereof, in any wise notwithstanding. And the said *G. F.* for himself, his Heirs, Executors and Administrators, and for every of them, doth by these presents, Covenant and grant, to and with the said *J. C.* his Heirs and Assigns, and every of them, in manner and form following; That is to say, That the said *G. F.* his Heirs, Executors, Administrators, or Assigns, shall and will well and truly pay, or cause to be paid, to the said *J. C.* his Heirs or Assigns, all the aforesaid several Sums of money in the said Proviso mentioned, at the dayes and times in the said Provisoes limited and expressed, without fraud or delay. And also that the said *G. F.* at the ensealing and delivery of these presents, is, and until a good and perfect Estate shall be made and executed, of the said Premisses unto the said *J. C.* and his Heirs as aforesaid, shall continue and be seised of all and singular the before-mentioned bargained Premisses, and every part thereof, of a good, lawful, perfect, absolute, sole, and indefeasible Estate in Fee-simple, (without any other precedent Estate) to his own proper use and behoof, without any condition, mortgage, limitation of use or uses, or other thing, to alter, change, determine, or incumber the same, or any part thereof: And also that the said *G. F.* at the ensealing and delivery of these presents, hath, and until all and singular the Premisses shall be well and sufficiently had, made, assured, and executed to the said *J. C.* his Heirs and Assigns, as is aforesaid, shall have good right, full power, and lawful authority, to alien, grant, bargain, sell, convey, assure and confirm, all and singular the said recited Premisses, with their Appurtenances, and every part and parcel thereof, unto the said *J. C.* his Heirs and Assigns, *Proviso.* *That the Mortgagor will pay the money.* *Seized.* *Power to Grant.*

Aſſigns, according to the true intent and meaning of theſe preſents. And the ſaid that the ſaid *G. F.* hath not made any former Eſtate, Grant, Charge or Incumbrance, of, in, or out of the ſaid Premiſſes, or any part thereof, other then ſuch as hereafter are mentioned to be excepted. And further, that the ſaid Meſſuages or Tenements, and all and ſingular the before mentioned bargained Premiſſes, with their and every of their Appurtenances, ſhall remain and continue unto the ſaid *J. C.* his Heirs and Aſſigns, under, and upon the Condition or Proviſo aforeſaid, free and clear, and freely and clearly acquitted, exonerated, and diſcharged by him the ſaid *G. F.* his Heirs, Executors and Adminiſtrators, or ſome of them, of and from all and all manner of former or other Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Intails, Eſtates, Uſes, Wills, Limitations of uſe, Statutes, Recognizances, Judgments, Executions, Seiſures, Titles, Troubles, Charges, Incumbrances, Claims, or Demands whatſoever, had, made, committed, done, or ſuffered by him the ſaid *G. F.* or by any other perſon or perſons whatſoever, except a Rent of 50 l. *per an.* and granted to *E. W.* and his Heirs, by Indenture bearing date, &c. mentioned to be made, &c. And alſo except one Leaſe by Indenture dated, &c. from the ſaid *G. F.* to the ſaid *J. C.* of all the ſaid Meſſuages or Tenements, and other the before mentioned bargained Premiſſes, for the term of, &c. whereupon it is to be paid, &c. And the ſaid *G. F.* for him, &c. doth by theſe preſents further Covenant and grant, to and with the ſaid *J. C.* That the aforeſaid Annuity or yearly Rent of, &c. before in the ſaid Indenture, dated, &c. hath been duly paid, according to the Tenor of the ſaid Indenture, until the day of the date of theſe preſents. And alſo that the ſame Annuity or yearly Rent of, &c. ſhall be hereafter well and truly paid, or cauſe to be paid, at the dayes and times in the ſaid Indentures mentioned and expreſſed, according to the true intent and meaning of the ſame Indenture, until, &c. And alſo, that the ſaid bargained Premiſſes, at the enſealing and delivery of theſe preſents are, and ſo for ever hereafter, under or upon the Proviſo or Condition aforeſaid, ſhall continue and be to the ſaid *J. C.* &c. for ever, of the full and clear yearly value of, &c. over and above all Charges and Repriſes whatſoever. And further, that the ſaid *G. F.* his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, having and claiming, or which ought to have or ſhall claim, or pretend to have any manner of Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Intereſt, Claim, or Demand, of, in, to, or out of the ſaid bargained Premiſſes, or any part or parcel thereof, (except as is before excepted) ſhall and will at all times, and from time to time, during the term of, &c. at the Coſts and Charges in the Law of the ſaid *G. F.* &c. before the breach of the Proviſo or Condition aforeſaid, and after breach thereof, at the proper Coſts and Charges in the Law of the ſaid *J. C.* his, &c. ſhall and will well and truly do, make, execute and ſuffer, all ſuch further lawful and reaſonable act and acts, thing and things, Deeds, Deviſes, and Aſſurances in the Law whatſoever, for the further, better, more clear and perfect aſſuring, ſurety, ſure making, and conveying, having, holding, and enjoying of all and ſingular the before-mentioned bargained Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances, unto the ſaid *J. C.* &c. to the only proper uſe and behoof

That he hath done no Act.

Free from Incumbrances.

Exception of an Annuity.

The Mortgagor Covenants, That the Annuity hath been duely paid, and that it ſhall be duely paid.

Yearly value.

Further Aſſurance.

heir of him the said *J. C.* &c. be it by Deed or Deeds, enrolled or not enrolled; Enrollments of these presents, Fine, Feoffment, Recovery, with Voucher or Vouchers over, Release and Confirmation, with Warranty or without Warranty, and by all and every, or any, or so many of the said wayes and means, or by any other ways or means whatsoever, as by the said *J. C.* &c. shall be reasonably devised, advised, or required. And also, that if at any time hereafter default of payment of the said several Sums of lawful money of *England*, or any of them, or any part or parcel of them, shall fortune to be made at any of the dayes and times before limited for payment thereof, that then, and in every such case, the said *J. C.* &c. shall and lawfully may for ever, well and in peace, have, hold, occupy, possess, enjoy, and keep all the said bargained Premisses, and every part and parcel thereof, with their Appurtenances, and the Rents, Issues, and Profits thereof, and of every part and parcel thereof, receive and take, to and for his and their own proper use and behoof (except before excepted) without the let, trouble, eviction, expulsion, disturbance, claim, or demand of the said *G. F.* &c. And it is by these Presents concluded and agreed, by and between all the said parties to these Presents, that all and every Fine and Fines, Recoveries, Feoffments, Conveyances and Assurances whatsoever, that shall hereafter be had, made, done, levied, knowledged, executed, or suffered by the said *G. F.* &c. unto the said *J. C.* or to any other person or persons, of the aforesaid bargained Premisses, or any part or parcel thereof, shall be and enure, and shall for ever hereafter be deemed, expounded, construed, adjudged, reputed and taken, to be and enure to the use and behoof of the said *J. C.* his Heirs and Assigns, according to the tenor, intention and meaning of these Presents. And the said *J. C.* for himself &c. doth by these presents covenant and grant to and with the said *G. F.* &c. That it shall and may be lawful to and for the said *G. F.* his Heirs &c. as well to have and enjoy all and singular the before mentioned bargained Premisses, as also to take and receive all the Rents, Issues, and Profits of the same, until default of payment of the said several Sums before mentioned, or any of them, or any part or parcel of them shall be made in part or in all, at any of the dayes and times before limited for payment thereof, without the let, trouble, eviction, expulsion, disturbance, or interruption of the said *J. C.* his Heirs or Assigns, or any of them, and without any account thereof, or for any part thereof to be had or made to the said *J. C.* his Heirs or Assigns. And whereas the said *G. F.* at the ensealing and delivery of these presents, hath delivered to the said *J. C.* certain Deeds, Evidences, Fines, and Writings, which he hath concerning the said bargained Premisses, containing in all &c. he the said *J. C.* for him, &c. doth by these presents further covenant and grant to and with the said *G. F.* his Heirs and Assigns, and every of them, that if the said *G. F.* his Heirs, Executors, &c. shall well and truly pay, or cause to be paid to the said *J. C.* his Heirs or Assigns, all the several Sum and Sums of money in the said Proviso mentioned, at the dayes and times therein limited for payment of the same as aforesaid; that then he the said *J. C.* his &c. shall deliver or cause to be delivered unto the said *G. F.* his Heirs or Assigns, all and every the Deeds, Evidences, Fines, and Writings before mentioned, whole, safe, uncancelled, and undefaced,

After default in payment of the money, the Mortgagor to enjoy.

All Assurances to be to the uses in these presents

Till default the Mortgagor to enjoy.

If the money be paid, the Mortgagee to deliver all the Writings which he hath to the Mortgagor.

ced, and in as good plight as the said *J. C.* received the same from the said *G. F.* as aforesaid. And lastly, the said *G. F.* &c. doth by these presents further covenant and grant to and with the said *J. C.* &c. that if default of payment shall be made of any of the Sum or Sums of money, in the said Proviso mentioned, or any part thereof, at any of the dayes or times the same is limited for payment thereof, that then he the said *G. F.* his Heirs or Assigns, shall deliver, or cause to be delivered unto the said *J. C.* his Heirs or Assigns, all and singular other Deeds, Evidences, Fines and Writings concerning the Premisses, which he the said *G. F.* now hath, or may lawfully come by, without Suit in Law: In witness, &c.

If the mony be not paid, the Mortgagor to give the Mortgagee such other Writings as remain to his hands.

A Release upon a Mortgage forfeited, and a further day given.

THis Indenture made, &c. Between *G. F.* Cit. and G. of *L.* of the one part, and *T. M.* of *L.* Gent. and *H. G.* of *H.* in the County of *H.* Gent. of the other part, Witnesseth, That the said *G. F.* for and in consideration of the Sum of &c. to him the said *G. F.* in hand paid, at or before the Sealing and Delivery of the said *T. M.* the receit whereof the said *G. F.* doth hereby acknowledge and confess, and thereof, and of every part thereof, doth acquit, exonerate, release and discharge the said *T. M.* his Heirs, Executors and Administrators, and every of them for ever by these presents, hath granted, remised, released, quit claimed, and confirmed, and by these presents doth for him and his Heirs for ever, grant, remise, release, quit-claim, and confirm unto the said *T. M.* and *H. S.* in their full, quiet, and peaceable Possession and Seisin being, and unto their Heirs and Assigns for ever, all the Estate, Right, Title, Interest, Use, Possession, Reversion, Conditions, Limitation and Limitations, of Estate or Estates, and all manner of benefit and advantage thereof, and all and all manner of Claim and Demand whatsoever, which the said *G. F.* hath, may, can, might, should, or of right ought to have or claim in Law or Equity, of, in, or to those five Messuages or Tenements, with all the Cellers, Shops, Sollers, Entries, Houses, Stables, Buildings, Chambers, Rooms, Yards, Back sides, Gardens, Grounds, Lights, Easements, Profits, Commodities, Hereditaments, and Appurtenances whatsoever to the same belonging or appertaining, or to, or with the same usually occupied, demised or enjoyed, now or late in the several Tenures, Possessions, or Occupations of *J. C. R. P. W. C.* and *R. W.* their Assignee or Assigns, scituate, lying and being in the Parish of St. *C.* in the County of *M.* which said five Messuages or Tenements, were late but three Messuages, then the several Tenures, Possessions, or Occupations of *M. M.* deceased, the said *R. P.* and *J. C.* (their Assigns, or Under-Tenants) and also of, in, or to all and singular the Messuages, Lands, and Hereditaments whatsoever, scituate in the said Parish of St. *C.* and which are mentioned to be bargained and sold by the said *G. F.* unto the said *J. C.* Cit. of *L.* his Heirs and Assigns, in and by one Indenture of Grant, Bargain and Sale, bearing date &c. and made between the

the said *G. F.* of the one part, and the said *T. C.* of the other part, and enrolled in his Majesties high Court of *Chancery*, so that neither he the said *G. F.* nor his Heirs or Assigns, or any other person or persons, for him or them, or in his or their name, doth, or hereafter may have any Right, Title, Interest, Claim and Demand, in or to the Premisses, or any part thereof, but that he the said *G. F.* and his Heirs, shall be from all Right, Title, Interest, Claim and Demand, in or to the Premisses, or any parcel thereof, utterly and wholly excluded, and for ever debarred by these presents. And further witnesseth by these presents, that the said *G. F.* and his Heirs, shall and will warrant, and for ever defend the Premisses, and every of them, unto the said *T. M.* and *H. G.* and their Heirs, against the said *G. F.* and his Heirs, and against all and every person and persons lawfully having or claiming, or which may hereafter lawfully have or claim or demand the Premisses, or any part thereof, or any Right, Title, Interest, Claim, or Demand, into the Premisses, or into, or out of any parcel of the same, from, by, or under the said *G. F.* his Heirs or Assigns, and against the Heirs and Assigns of *E. F.* deceased, late eldest Brother of the said *G. F.* and the said *G. F.* for him, his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said *T. M.* and *H. G.* their Heirs and Assigns, in manner and form following, (that is to say), that the Premisses, with their Appurtenances, shall for ever hereafter remain and continue unto the said *T. M.* and *H. G.* their Heirs and Assigns, to the use and behoof of them and their Heirs, free and clear, and freely and clearly acquitted, exonerated, and discharged, or otherwise well and sufficiently saved and kept harmless, of, from, for, and concerning all, and all manner of former Bargains, Sales, Gifts, Grants, Leases, Estates, Mortgages, Dowers, Joyntures, Uses, Wills, Entails, Issues, Seisures, Assignments, Rent-seck, Rent-charge, and Arrearages of Rent, Limitations of Uses, Statutes-Merchant, and of the Staple, Judgments, Recognizances, Extents, Executions, Intrusions, Titles, Troubles, Charges, Incumbrances, Claim, and Demand whatsoever, had, made, committed, done, or suffered, by him the said *G. F.* or by any other person or persons whatsoever, lawfully claiming, by, from, or under him, his Heirs or Assigns. And further, That the said *T. M.* and *H. G.* their Heirs and Assigns, and every of them, shall and may from time to time, and at all times hereafter, lawfully, quietly, and peaceably, have, hold, occupy, possess and enjoy the Premisses, with their Appurtenances, and every part and parcel thereof, without the let, denial, disturbance, expulsion, or eviction of him the said *G. F.* his Heirs or Assigns, or of any other person or persons, lawfully claiming or deriving, or which shall or may lawfully claim or derive any Estate, Right, Title, or Interest, by, from, or under him the said *G. F.* his Heirs or Assigns, or, in, by, from, or under the said *E.* deceased, the eldest Brother of the said *G. F.* And further, That he the said *G. F.* and his Wife, and the Heirs and Assigns of the said *G. F.* and all and every other person and persons, which now have, or which at any time hereafter shall or may have any lawful Estate, Right, Title, or Interest, of, in, or to the Premisses, or unto any part or parcel thereof, by, from, or under the said *G. F.* his Heirs or Assigns; or by, from, or under the

said *E. F.* the said eldest Brother of *G. F.* shall and will from time to time and at all times hereafter, during the term of seven years, now next after the date hereof, upon reasonable Request to be made by the said *T. M.* and *H. G.* their Heirs and Assigns, or any of them in that behalf, and at his or their proper Costs and Charges in the Law, do make, suffer, acknowledge and execute all and every such other and further lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, in the Law whatsoever, for the better Assurance, Surety, sure Making, Conveying, and Assuring of the Premisses, and every part thereof, unto the said *T. M.* and *H. G.* their Heirs and Assigns, to the use and behoof of them, and of their Heirs and Assigns for ever, as by his and their Councel in the Law shall be reasonably devised, or advised and required. Provided always, nevertheless and upon condition, that if he the said *G. F.* his Heirs, Executors, and Administrators, or any of them, do and shall well and truly pay, and cause to be well and truly paid, unto the said *T. M.* and *H. G.* their Heirs, Executors or Assigns, at the now dwelling house of the said *H. G.* scituate in *F.* &c. the several Sums of lawful money of *England*, hereafter in these presents mentioned and expressed, at the dayes and times hereby limited and appointed, in manner and form following, That is to say, the Sum of &c. without fraud, covin, or further delay, that then the said *T. M.* and *H. G.* for them, their Heirs, Executors, and Administrators, do covenant and grant, to and with the said *G. F.* his Heirs and Assigns, that they the said *T. M.* and *H. G.* and the Survivor of them, and his and their Heirs, shall and will upon reasonable Request to be made by the said *G. F.* his Heirs or Assigns, and at his and their proper costs and charges, within 40 dayes next after such full payment of the said several Sums of Money, in manner and form aforesaid, sufficiently convey and assure the Premisses, and every part thereof, unto the said *G. F.* his Heirs and Assigns for ever, or to such other person or persons, as he the said *E. F.* his Heirs or Assigns, shall by his or their Writing, under his or their Hand and Seal, direct, limit, or appoint, freed and cleared, of and for all Estates, Charges, and Incumbrances whatsoever, had made, done, committed, suffered, or executed to them, or either of them, their or either of their Heirs or Assigns. And the said *G. F.* for him, his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said *T. M.* and *H. G.* their Heirs, Executors, and Assigns, that he the said *G. F.* shall and will well and truly pay, or cause to be paid to the said *T. M.* and *H. G.* their Heirs, Executors, or Assigns, the several Sums of Money in the said Proviso and Condition, mentioned at the several dayes and times in the said Proviso limited and appointed. And lastly, It is covenanted, granted, condescended, concluded, and agreed upon by and between the said parties, to these present Indentures, that it shall and may be lawful, to and for the said *G. F.* his Heirs and Assigns, to have, take, and receive, all and singular the Rents, Issues, and Profits of the Premisses, to his or their own proper use and behoof, until default of payment of the said several Sums of Money before mentioned, or any of them, or any part or parcel of them in part, or in all, at any of the said dayes and times before limited for payment thereof, without the let, trouble, denial, eviction, interrup-

any disturbance of the said *T. M.* and *H. G.* their Heirs or Assigns, and without any account thereof, or for any part thereof to be had or made to the said *T. M.* and *H. G.* or either of them, their, or either of their Heirs or Assigns; he the said *G. F.* his Heirs and Assigns, paying and discharging in the mean time, as well the yearly Rent-charge of 50 *l.* issuing out of the Premisses, and payable yearly unto the Heirs and Assigns of *E. F.* late Citizen and Clothw. of *L.* deceased, as also all such Taxes, Rates, Payments, and Duties whatsoever, which shall from time to time happen to be taxed, rated, imposed, or otherwise become due and payable, for and in respect of the Premisses, or any part thereof. In witness, &c.

Of a Demise of a Messuage, by way of Mortgage, &c.

This Indenture made &c. Between *J. F.* of the one part, and *G. S.* of the other part, Witnesseth, That whereas the said *G. S.* by Deed indented under his Hand and Seal, bearing date &c. hath bargained, sold, demised, granted, and to Farm letten unto the said *J. F.* his Executors, &c. all that Messuage &c. To have and to hold the Messuage &c. from the date of the said Indenture for 99 years, under the yearly Rent of one Pepper-Corn, as by the said recited Indenture, relation being thereunto had, more at large appeareth. Now this Indenture witnesseth, That the said *J. F.* for divers good causes and considerations him thereunto moving, hath bargained, sold, bunken, and to Farm letten, and by these presents, doth bargain, sell, betake, and to Farm let, unto the said *G. S.* his Executors, Administrators, and Assigns, the said Messuage &c. and the Reversion and Reversions, Rents, Issues, and Profits, of all and singular the said Messuages and Premisses, and of every part and parcel thereof, To have and to hold the said Messuage, &c. unto the said *G. S.* his Executors, &c. from the Ensealing and Delivery of these presents, unto the end and term of 99 years from thence next ensuing, and fully to be compleat and ended. Provided always, and these presents are, upon this condition, nevertheless, that if the said *G. S.* his Heirs &c. do not, or shall not from henceforth yearly, and from year to year, for and during the natural lives of *R. F.* and *S. F.* Children of the said *J. F.* and the longer liver of them, well and truly pay, or cause to be paid unto the said *J. F.* his Executors, &c. such a Sum or yearly Rent, at such a place and dayes in every year, by equal portions, without any Deduction, Allowance, Abatement, or Defalcation whatsoever; That then, and from thenceforth, this present Lease of the same Premisses, shall cease, determine, and be utterly void and of none effect, to all intents and purposes, as if these Presents had never been made: and then, and at any time afterwards, it shall and may be lawful unto, and for the said *J. F.* his Executors, &c. to enter into, and upon the said Messuages and Premisses, or any part thereof, in the name of the whole; and the same to have again, retain, and re-possess, as in his and their first and former Estate. And the said

G. S. his Executors, Administrators, and Assigns, and all other Occupiers of the Premisses, there out, and from thence utterly to expel, put out, and amove, this Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *G. S.* &c. doth covenant with the said *J. F.* &c. that the said *G. S.* his Heirs &c. or some of them, shall and will from time to time, and at all times hereafter during the natural lives of the said *R. F.* and *S. F.* Children of the said *J. F.* and the life of the longer liver of them, well and truly pay, or cause to be paid unto the said *J. F.* his Executors &c. the said Annual Sum, or yearly payment of &c. at the place, days, and times above mentioned for payment thereof, and in manner and form aforesaid, without making Default of payment, of or in any one point thereof, and without any Deduction, Allowance, Abatement, or Defalcation whatsoever; and that he the said *G. S.* his Executors &c. shall from time to time and at all times during the natural life and lives of the said *R. F.* and *S. F.* and the life of the longer liver of them, well and sufficiently repair, uphold, support, sustain, and maintain, and keep the said Messuage, &c. in, by, and with all and all manner of needful and necessary reparations and amendments whatsoever, when, where, or as often as need shall require. And also, That it shall and may be lawful to and for the said *J. F.* his Executors or Assigns, with Workmen or others, in his, their, or any of their companies, or without twice in every year, yearly, during the natural lives and life of the said *R. F.* and *S. F.* and the life of the longer liver of them, to enter and come into the said Messuage or Tenement in every or any part thereof, there to view, search, and see the state of the reparations of the same, and of every part thereof, and all such defaults and wants of repair, as upon every such view or search shall be found, to give or leave notice or warning in Writing at the same Premisses, or some part thereof unto, or for the said *G. S.* his Heirs or Assigns, to repair or amend the same defaults and wants of Reparations within the space of six months then next ensuing. And it is lastly, the Agreement of the said *J. F.* for himself, his Executors, &c. to and with the said *G. S.* his Heirs, &c. by these Presents, That the said *G. S.* his Heirs, &c. paying the said yearly Sum of &c. in form aforesaid, and performing, fulfilling, and keeping all and singular other the Covenants, Grants, Clauses, and Agreements therein contained, on his and their parts, to be done and performed, shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and singular the Messuages and Premisses above herein and hereby granted, and to farm letten with their Appurtenances, and every part thereof, during the said term thereby granted without any let, trouble, interruption, incumbrance, or disturbance, of or by the said *J. F.* his Executors, &c. or any of them, or any other person or persons lawfully claiming, or which shall or may lawfully claim, by, from, or under him, them, or any of them. In witness, &c.

A

A good Mortgage by Deed inrolled, and Defeazance thereupon, with a Clause if the money be not paid according to the Proviſo, *That the Mortgagee, paying a further Sum, ſhall have the Land eſtabliſhed.*

THis Indenture, &c. Between *P. R.* Cit. and D. of *L.* and *W. D.* of *C.* in the Pariſh of *L.* in the County of *L.* Chapman on the one part, and *J. S.* of *S.* in the County of *L.* Eſq, Son and Heir of *J. S.* late of *S.* aforeſaid Eſq, deceaſed on the other part, Witneſſeth, That whereas the ſaid *J. S.* party hereunto, by Indenture of Bargain and Sale, under his hand and ſeal, bearing the day of the date of theſe preſents, and ſealed and delivered at one inſtant of time, together with theſe preſents, and intended to be inrolled in the High Court of *Chancery*, for and in conſideration of the Sum of 500 *l.* of &c. therein mentioned to be to him paid by the ſaid *P. R.* and *W. D.* hath granted, bargained, ſold, aliened, enfeoffed, and confirmed unto the ſaid *P. R* and *W. D.* and to their Heirs and Aſſigns for ever, all that Capital Meſſuage and Tenement, &c. as by the ſaid recited Indenture of Bargain and Sale (Relation being thereunto had) more at large appeareth. It is nevertheleſs provided, covenanted, granted, concluded, conditioned, condeſcended, declared, and agreed, by and between all the ſaid parties to theſe preſents, for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, and each and either of them the ſaid *P. R.* and *W. D.* ſeverally and reſpectively by and for himſelf, his reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, and not joyntly, nor one for another, nor one for the act of another, doth covenant, promiſe, grant, condeſcend, and agree to and with the ſaid *J. S.* party hereunto, his Heirs and Aſſigns, and every of them by theſe preſents, That if the ſaid *J. S.* party hereunto, his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do and ſhall yearly and every year, for and during the ſpace of ſeven years, to be accounted from the day of the date of theſe Preſents, well and truly pay, or cauſe &c. unto the ſaid *P. R.* and *W. D.* or either of them, their or either of their Executors, Adminiſtrators, or Aſſigns, at the now dwelling houſe of &c. the yearly Sum or Annual payment of 40 *l.* of &c. on the 15. day of *D* and the 15. day of *J.* in every year by equal portions, without any deduction, allowance, abatement, or defalcation to be had, made, or claimed, for or by reaſon, colour, or means of any Taxes or Aſſeſments to be laid or ſet upon the Meſſuage, Lands, and Premiſſes aforeſaid, or any part thereof, or by colour or means of any Order or Orders, Ordinance or Ordinances, Act or Acts of Parliament, made or to be made, or otherwiſe howſoever. The firſt payment thereof to begin and be made on the 15. day of *D.* next enſuing the date of theſe preſents. And alſo, if the ſaid *J. S.* party hereunto, his Heirs, Executors, Adminiſtrators, or

Aſſigns, do well and truly pay, or cauſe &c. unto the ſaid *P. R.* and *W. D.* or either of them, or to the Executors, Adminiſtrators, or Aſſigns of them or either of them, at the place of payment aforeſaid, the Sum of 500*l.* of &c. on the 20 day of *J.* which ſhall be in the year &c. and to make no default of payment, of or in any one payment of the Sums of money aforeſaid. And alſo, if upon convenient notice given or left at the ſaid Capital Meſſuage, after the expiration of two years now next enſuing, he the ſaid *J. S.* his Executors or Adminiſtrators, ſhall within ſix months next after ſuch notice pay or cauſe to be paid to the ſaid *P. R.* and *W. D.* or either of them, their or either of their Executors, or Adminiſtrators, the ſaid Sum of 500*l.* and ſuch Conſideration as ſhall be then behind and unpaid, according to the rate of uſe, that then and from thenceforth the ſaid recited bargain and ſale, and the uſes therein limited, ſhall ceaſe, determine, and be utterly void and of none effect. And that then or at any time afterwards, the ſaid *P. R.* &c. their Heirs or Aſſigns, ſhall and will upon the reaſonable requeſt of the ſaid *J. S.* party, &c. his Heirs or Aſſigns, yield and deliver up the ſaid Indenture of bargain and ſale, and that part of theſe preſent Indentures which is under the hand and ſeal of the ſaid *J. S.* party, &c. if the ſame be not in the mean time caſually loſt, deſtroyed, cancelled, or defaced by fire or otherwiſe, unto him the ſaid *J. S.* party, &c. his Heirs or Aſſigns, to be cancelled and made void, together with all and ſingular the Deeds and Evidences mentioned in the Schedule or Inventory hereunto annexed, ſaving in caſe of caſualty as aforeſaid, ſafe and uncancelled, and then alſo or at any time afterwards, the ſaid *P. R.* &c. their Heirs or Aſſigns, ſhall and will upon the like reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *J. S.* party, &c. his Heirs or Aſſigns, grant, re-convey, and re-aſſure all and ſingular the Capital Meſſuage, Tenement, or Manſion houſe, Lands and Hereditaments, in and by the ſaid recited Indenture of bargain and ſale granted, bargained, ſold, and conveyed with their Appurtenances, and every part and parcel thereof, unto the ſaid *J. S.* party, &c. his Heirs and Aſſigns, or to ſuch other perſon or perſons, as he or they ſhall in that behalf direct and appoint, freed and diſcharged of and from all and all manner of former Eſtates, Leaſes, Dowers, Titles, Troubles, Charges, and Incumbrances, had, made, committed or done by them the ſaid *P. R.* &c. their Heirs and Aſſigns, or any of them, at any time or times before the making of ſuch Conveyance or re-aſſurance, as by the ſaid *J. S.* party, &c. his Heirs or Aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed or adviſed and required, ſo that in ſuch Re-aſſurance, no greater or other warranty be included then only againſt the ſaid *P. R.* &c. reſpectively, their reſpective Heirs and Aſſigns: And ſo as for the doing thereof, the parties who are to joyn therein be not compelled to travel further, then the Cities of *L.* and *W.* or one of them. And the ſaid *J. S.* party, &c. for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, promiſe, grant, and agree to and with the ſaid *P. R.* &c. and either of them, their and either of their Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That he the ſaid *J. S.* party, &c. his Heirs, Executors, Adminiſtrators

and

ſaid Aſſigns, or ſome of them, ſhall and will from time to time well and truly pay, or cauſe, &c. unto the ſaid *P. R.* &c. their Executors, Adminiſtrators, or Aſſigns, the ſaid yearly ſum or annual payment of 40 *l.* of &c. for and during the ſaid term of five years, and the ſaid Sum of 500 *l.* of &c. at the place, ſeveral dayes and times above mentioned for payment thereof, and in manner and form aforeſaid, without making default of payment, of or in any one payment thereof, and without any deduction, abatement, allowance, or defalcation to be had, made, or claimed, for, or by colour, or means of any Taxes or Aſſeſſments to be laid or ſet upon the Meſſuage, Lands, and Premiſſes aforeſaid, or for, or by reaſon of any Act, Order, or Ordinance of Parliament, or otherwiſe howſoever. And that in caſe the ſaid *J. S.* party, &c. his Heirs, Executors, Adminiſtrators, or Aſſigns, do or ſhall make any default of payment of or in any one payment of the yearly ſum of 40 *l.* above mentioned, or of the ſaid ſum of 500 *l.* or any part thereof, contrary to the form of the Covenant or Condition above expreſſed: Then if the ſaid *P. R.* his Executors, Adminiſtrators, or Aſſigns, do and ſhall at any time afterwards within the ſpace of ſix months next after any ſuch default of payment as aforeſaid, well and truly pay or tender to be paid unto the ſaid *J. S.* his Heirs or Aſſigns, at &c. a further ſum of 500 *l.* of &c. (deducting and defalking out of the ſame, all ſuch Sum and Sums of money, as ſhall then be due and payable for the intereſt of the ſum of 500 *l.* firſt above mentioned, That then or at any time afterwards, he the ſaid *J. S.* his Heirs or Aſſigns, ſhall and will, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *P. R.* &c. their Heirs or Aſſigns, or any of them, well and ſufficiently, and in due form of Law, grant, releaſe, convey, and aſſure all and ſingular the ſaid Capital Meſſuage, Tenement, or Manſion houſe, Lands, and Premiſſes above mentioned, with their Appurtenances, and all his and their Eſtate, Right, Title, Intereſt, Power and Benefit of redemption, claim, and demand whatſoever, of, in, and out of the ſame, and every part thereof, unto the ſaid *P. R.* &c. Heirs or Aſſigns, or ſuch other perſon or perſons as they, either or any of them ſhall in that behalf direct and appoint, freed and diſcharged of the proviſoe, Condition or Agreement above mentioned, and of all power and benefit of redemption, by ſuch aſſurance and conveyance in the Law, as by the ſaid *P. R.* &c. And further, That in caſe the ſaid *P. R.* &c. their Executors or Aſſigns, ſhall at any time hereafter before the end of the ſaid Term of five years, be compelled or compellable by any Act or Ordinance of Parliament, made or to be made, or otherwiſe to accept and take after the rate of 6 *l. per cent.* for the forbearance of the Sum of 100 *l.* for one year, or leſs then the Sum of 8 *l. per cent.* for the 500 *l.* above mentioned; That then he the ſaid *J. S.* party, &c. his Heirs or Aſſigns, ſhall and will at the end of ſix months after notice or warning in that behalf, give or leſe by the ſaid *P. R.* &c. their or either of their Executors, Adminiſtrators, or Aſſigns, at or in the ſaid Capital Meſſuages well and truly cauſe to be paid unto the ſaid *P. R.* &c. their Executors, Adminiſtrators, or Aſſigns, at the place of payment aforeſaid, the ſaid Sum of 500 *l.* and all ſuch part, and ſo much of the ſaid annual Sum of

40 *l.* I

40 l. above mentioned, as ſhall be then in arrear unpaid and unſatisfied. And it is laſtly the agreement of the ſaid *P. R.* &c. for themſelves, their Executors and Aſſigns, that the ſaid *J. S.* party &c. his Heirs and Aſſigns, ſhall and may have, hold, and enjoy all and ſingular the ſaid Capital Meſſuage, Tenement, or Manſion houſe, Lands, and Hereditaments, and every part thereof, and receive and take the Rents and Profits thereof to his own proper uſe, until default of payment made of or in ſome one payment of the payments aforeſaid, contrary to the form above declared, without any let, hinderance or impediment, of or by the ſaid *P. R.* &c. or either of them, their or either of their Heirs, Executors or Aſſigns, or any of them. In witneſs, &c.

A Mortgage of Land to Two in Common.

THis Indenture between the Right Honorable *F.* Earl of *B.* &c. on the one part, and *R. M.* Cit. and *G.* of *L.* and *J. B.* Cit. and *M.* of *L.* on the other part; Witneſſeth, That the ſaid Earl, for, and in conſideration of the Sum of 1000 l. of lawful, &c. to him the ſaid Earl, before the enſealing of theſe preſents, paid by the ſaid *R.* and *J.* whereof, &c. hath bargained, given, ſold and granted, and by theſe preſents, for himſelf and his Heirs, doth fully, clearly, and abſolutely Bargain, &c. unto the ſaid *R.* and *J.* their Heirs and Aſſigns for ever, all that the Rectory, Parſonage, Sheaf, Tythe, Grain, and Corn of *C.* in the County of *B.* and all the Manſion-houſe, and other Buildings of the ſaid Rectory and Parſonage, and all the Glebe Lands, Meadows and Paſtures, with the Appurtenances whatſoever, to the ſame Rectory or Parſonage belonging, or in any wiſe apperta ning, and alſo all that the Mannor of *W.* in the ſaid County of *B.* with the Appurtenances, and all Houſes, Buildings, Lands, Tenements, Meadows, Paſtures, Woods, Rents, Reverſions, Services, and Hereditaments whatſoever to the ſame Mannor belonging or appertaining, or accepted, reputed, taken, known, uſed or occupied, as part, parcel, or member thereof, together with all and ſingular other Lands, Tenements, Meadows, Paſtures, Woods, Rents, Reverſions, Services and Hereditaments of him the ſaid Earl, whatſoever in *C.* and *W.* aforeſaid in the ſaid County of *B.* and all and ſingular Courts-Leets, Liberties, Priviledges, Franchiſes, Profits, Commodities and Juriſdictions, which he the ſaid Earl hath or had, or may or ought to have in or upon the Premiſſes, or any part thereof, to have, hold, occupy, and enjoy the one moiety of all and ſingular the ſaid Rectory, Parſonage, Garbe, Sheaf, Tythe, Grain, and Corn of *C.* aforeſaid, the Glebe-Land, and other the Premiſſes to the ſame Rectory or Parſonage belonging, and alſo the one moiety of all the ſaid Mannor of *W.* with all the Lands, Tenements, and Hereditaments to the ſame Mannor belonging, with all Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and other the Premiſſes, with all and ſingular their Appurtenances, before bargained and ſold to the ſaid *R. M.* his Heirs and Aſſigns for ever, to, and for the only uſe and behoof of the ſaid

Conſideration 1000 l.

Sale to Two of a Rectory, &c.

Husband. of the one moiety to the one in Fee.

R. M.

W. and his Heirs and Assigns for ever, and to have and to hold one o- ther moiety of the said Rectory and Parsonage, with the Appurtenances, and of the said Manor of *W.* with the Appurtenances, and of all and sin- gular other the above bargained Premisses to the said *J. B.* his Heirs and As- signs for ever, and to the only use &c. to be holden of the chief Lord and Lords, of the Fee and Fees thereof, by the Rents and Services thereof, before due and accustomed: And the said Earl, for him, his Heirs, Executors and Administrators, and every of them, doth Covenant and Grant, to and with the said *R. M.* and *J. B.* and either of them severally, and severally to, and with the Heirs, Executors, Administrators and Assigns, of either of them, in manner and form following, That is to say, That he the said Earl, at the sealing and delivery of these presents, is lawfully sole seized of, and in the said Rectory, Parsonage, Manor, Lands, Tenements, and all other the Premis- ses, with the Appurtenances before bargained and sold, of a good, perfect, sure, and indefeasible estate in the Law in Fee-simple, to, and for the only use of the said Earl, and of his Heirs and Assigns, without any Defeasance, Con- dition or Mortgage. And that he the said Earl, of such Estate, hath full Power, and lawful Right to bargain, sell, give, grant, convey, and assure all and singular the said Parsonage and Manor, with their Appurtenances, and all other the Premisses, with their Appurtenances, unto the said *R.* and *J.* their Heirs and Assigns, in form aforesaid for ever; and that the said Recto- ry, Manor and Premisses now are, and during such Leases and Terms of years as are therein, or in any part thereof yet to come, shall continue of the clear yearly value of 100 Marks of, &c by the Lease, shall or may lawfully re- main and continue unto the Owners of the Reversion or Reversions thereof, and to their Heirs for ever. And also the said Earl covenanteth, &c. That he, all the said Rectory and Parsonage, Manor, and all other the Premis- ses, with the Appurtenances, as also the said *R.* and *J.* and every of them, their, and every of their Heirs, Executors and Administrators, for, and in behalf of the same Rectory and Manor, and other the Premisses, now be, and from time to time, and at all times from henceforth, shall and may be, re- main and continue for ever, fully and clearly acquitted and discharged, or otherwise by the said Earl, his Heirs, Executors and Administrators, at all times well and sufficiently saved harmless, of, and from all manner of former Bargains, Sales, Feoffments, Gifts, Grants, Leases, Demises, Wills, Devises, Tail, Entails, Joyntures, Dowers, Titles, and Rights of Dowers, Statutes- Merchant, and of the Staple, Recognizances, Writings, Obligations, Judgments, Condemnations, Executions, Penalties, Forfeitures, Issues, Amerciaments, In- trusions, Rents-Charge, Rent-seck, Fines for Alienation, without Licence, by these presents, or otherwise, and of, and from all other Charges, Burdens and Incumbrances whatsoever they be, had, made, done or committed by the said Earl, or by any other person or persons, at, or before the enseal- ing and delivery of these presents, all and every Lease and Leases, Grants and Estates, before this time made to any person or persons of the Pre- misses, or any part thereof, upon which Leases, Grants and Estates, the chief yearly Rents, or more are reserved, and during the continuance of the same, and every of them, shall be yearly due and payable to the Owners

Habend. of the other moiety to the other in Fee.

Covenants with the Grants jointly for Sei- sure in Fee.

Authority to sell.

Yearly value during the pre- sent Leases.

Continuance of the value, to the Owners of the Reversion.

Discharge of Incumbrances.

Exception of Leases, and of the chief rents.

Owners of the Reverſion of the ſame Premiſſes, without fraud or coven and the chief Rents and Services hereafter to be due to the chief Lord Lords of the Fee or Fees thereof in reſpect of their Seigniories only, always except. Provided always, That if the ſaid Earl, his Heirs, Executors, Adminiſtrators or Aſſigns, do pay, or cauſe to be paid unto the ſaid *R. M.* his certain Attorney, Executors or Adminiſtrators, the Sum of 500 *l.* of, &c. at, &c. of the ſaid *R.* &c. on the firſt day of *M.* next, &c. between the hours of, &c. That then this preſent Bargain and Sale, and all Uſes raiſed or conveyed by this preſent Deed, and all Eſtates paſſed and transferred from the ſaid Earl, to the ſaid *R.* his Heirs and Aſſigns, by vertue and effect of theſe Preſents, of all that one moiety of all the ſaid Rectory or Parſonage, with the Appurtenances, and of the ſaid Mannor, with the Appurtenances, and of all and ſingular other the Premiſſes, with their Appurtenances, ſhall utterly ceaſe and be void; and that then, and from the time of the ſaid 500 *l.* to the ſaid *R. M.* his certain Attorney, Executor or Adminiſtrator, or any of them ſo paid as aforeſaid; it ſhall be lawful to the ſaid Earl, his Heirs and Aſſigns, into all that moiety of all and ſingular the Premiſſes, before by theſe Preſents conveyed to the ſaid *R. M.* and his Heirs, to re-enter, and the ſame to have again, as in his or their former Eſtate, theſe Preſents, or any thing therein contained to the contrary notwithſtanding. And alſo, provided alwaies, That if the ſaid Earl, his Heirs, &c. do pay to the ſaid *J. B.* &c. 500 *l.* of, &c. at, &c. on the ſaid firſt day, &c. between the ſaid hours, &c. that then, &c. *viz.* Deſeaſance of the Eſtate of *J. B.* of the other moiety of the Premiſſes. And the ſaid Earl covenanteth, &c. That if he keep the Condition, &c. then to make ſeveral further Aſſurances, &c. And the ſaid *J. B.* covenanteth, &c. That if the ſaid Earl, his Heirs, Executors or Aſſigns, do pay, or cauſe to be paid unto the ſaid *J. B.* his certain Attorney, Executor or Adminiſtrator, the Sum of 500 *l.* of, &c. in manner and form aſore appointed in theſe Preſents, that then, and from thenceforth the ſaid *J. B.* his Heirs and Aſſigns, ſhall be and ſtand, and be ſeiſed of all that moiety of all the Premiſſes conveyed to the ſaid *J. B.* and his Heirs as aboveſaid, to the only Uſe of the ſaid Earl, his Heirs and Aſſigns: And that then alſo, and from thenceforth the ſaid *J.* his Heirs and Aſſigns, at all times during ſix months, from thence next enſuing, at the reaſonable requeſt, and Coſts and Charges of the ſaid Earl, his Heirs, Executors or Aſſigns, ſhall and will do, make, knowledge, and execute, all and every ſuch Act and Acts, Thing and Things, Deviſe and Deviſes whatſoever in the Law, as by the ſaid Earl, his Heirs or Aſſigns, or by his or their learned Council in the Law, for the better releaſing and having back again, of all the ſaid moiety of all and ſingular the Premiſſes, with the Appurtenances, before conveyed to the ſaid *J. B.* and his Heirs, ſhall be reaſonably and lawfully deviſed or adviſed, with Warranty onely againſt the ſaid *J. B.* and his Heirs: The like Covenant on the part of *R. M.* And alſo the ſaid *R.* and *J.* for them, their Heirs and Aſſigns, do Grant and Agree by theſe Preſents, That the ſaid *R.* and *J.* their Heirs and Aſſigns, ſhall permit and ſuffer the ſaid Earl, his Heirs and Aſſigns, to have, take, and enjoy the Rents, and uſual Profits of the Premiſſes, from thenceforth, until the firſt day of *M.* now next coming, without

Condition to have again the Eſtate, for the payment of 500 l. to one, and 500 l. to the other.

Further aſſurance, in caſe of breach.

In caſe of payment, the Mortgagees to ſtand ſeiſed to the Mortgagors uſe, and do acts for releaſing, &c.

The Mortgagees to permit the Mortgagor to enjoy the Rents of the Premiſſes till the time of Redemption.

any account thereof, or of any part thereof, to be made or given to the said *R.* and *J.* their Heirs or Aſſigns, or any of them: In witneſs, &c.

A Recognizance of a 1000 l. to R. M. and another of another 1000 l. to J. B. from my Lord, made for performance of theſe Covenants.

A Mortgage of Land, to ſave harmleſs of certain Bails and Sureties hips.

THis Indenture, &c. Between *J. B.* Cit. and G. of *L.* on the one part, and *R. B.* &c. on the other part: Witneſſeth, That whereas the ſaid *R.* with the ſaid *J. B.* and at his ſpecial Requeſt, and for the only debt of the ſame *J.* by one Obligation dated, &c. did become joyntly and ſeverally bound unto *A. M.* &c. in the Sum of 120 *l.* of, &c. for the payment of 100 *l.* of like money, to have been paid at a day now paſt, as by the ſaid Obligation and Condition thereof more plainly may appear. And whereas the ſaid *R.* and one *J. S.* Salter, at the entreaty and by the ſpecial means of the ſaid *R. B.* have taken the ſaid *J. B.* to Bail in an Action of Treſpaſs, the Damage laid 224 *l.* brought againſt the ſaid *J. B.* in the Compter in *W.* in *L.* at the Suit of *M. S.* Goldſmith, and *W. C.* Grocer, as by the Records remaining in the Compter aforeſaid will appear. And whereas alſo the ſaid *R. B.* and *J. S.* at the entreaty, and by the means of the ſaid *R. B.* have taken the ſaid *J.* to Bail in the Compter in the Poultrey in *L.* in an Action of Debt of 12 *l.* 7 *s.* 7 *d.* there brought againſt the ſaid *J. B.* at the Suit of one *R. T.* &c. as by the Records, &c. And whereas moreover one *M. C.* of the Town of *S.* Draper, by an Attachment made in *L.* as of Goods of the ſaid *J. S.* and *W. C.* ſuppoſed in the hands of the ſaid *J. B.* had recovered againſt the ſame *J.* 47 *l.* 2 *s.* 6 *d.* of, &c. whereupon the ſaid *J.* hath now brought a Writ of *Error*, and upon allowance of the ſame Writ, the ſaid *R.* and *J. S.* as in that caſe is accuſtomed, are become Sureties for the ſaid *J.* and where alſo the ſaid *R. B.* hath undertaken to ſave harmleſs the ſaid *J. S.* of, and for all the Premiſſes. Now the ſaid *J. B.* for, and in conſideration, that the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them, and all the Lands, Tenements, Goods, and Chattels of the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them, from time to time, and at all times hereafter, ſhall as well be clearly ſaved and kept harmleſs, of, and for all and ſingular the Bonds, Bails, Sureties hips, and other Charges whatſoever, here above in theſe preſents expreſſed and recited: And alſo thereof and therefrom ſhall be clearly diſcharged, at, or before ſuch time as thereto is hereafter aſſigned in theſe preſents, Hath given, granted, bargained and ſold, and by theſe preſents, &c. to the ſaid *R. B.* and his Heirs and Aſſigns for ever, all that Meſſuage and Tenement with the Appurtenances, ſome time in the Tenure and Occupation of one *T. K.* late deceaſed, &c. ſcituate in the Pariſh of *St. B.* in *L.* commonly called the *G.*

and

and now or late being in the proper Occupation of the ſaid *J. B.* And all and ſingular Houſes, Buildings, Yards, void Grounds, Profits, Commodities, Eaſements and Hereditaments to the ſaid Meſſuage and Tenement belonging or appertaining, or therewith as any part thereof, now, or at any time heretofore had, uſed or occupied; And the Reverſion and Reverſions, of all and ſingular the Premiſſes: And all the Eſtate, Right, Title, and Intereſt of the ſaid *J. B.* of, in, and to the Premiſſes, and every part and parcel thereof, and all and ſingular Deeds, Evidences and Writings, touching or concerning the Premiſſes or any part thereof. **To have and to hold** the ſaid Meſſuage and Tenement, with their Appurtenances, and all and ſingular the Premiſſes above bargained and ſold, with their Appurtenances, to the ſaid *R.* his Heirs and Aſſigns for ever, to the only Uſe, &c. And whereas the late Dean and Chapiter of the Cathedral Church of St. *P.* in *L.* by their Indenture of Leaſe under their common Seal, bearing date, &c. did Demiſe, and ſet to Farm the ſaid Meſſuage and Tenement, with the Appurtenances, unto one *R. D.* then Citizen, &c. to hold to him and his Aſſigns, from the Feaſt of &c. unto the end of 99 years, from thence next following, for the yearly Rent of 5 *l.* therefore yearly to be paid, as by the ſaid Indenture of Leaſe, &c. the reſidue of which Leaſe, and term of years now to come, by lawful conveyance in the Law, by means of the ſaid *J. B.* and in truſt to be aſſigned and conveyed, at the pleaſure and appointment of the ſaid *J. B.* and of his Aſſigns, is to come unto *M. C.* of, &c. *J. C.* and *W. C.* &c. The ſaid *J. B.* for the better ſurety and aſſurance to ſave and keep harmleſs the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them, of, and for the Bonds, Bails, Suretiſhip, and Charges aforeſaid, hath delivered, bargained and ſold to the ſaid *R. B.* the ſaid Indenture of Leaſe, and all Conveyances thereof. **And** by theſe Preſents covenanteth, &c. That the ſaid *M. C. J. C.* and *W. C.* or the Survivors or Survivor of them, on this ſide the 24th day of *J.* which ſhall be in the year of our Lord God, &c. ſhall plainly and lawfully convey, aſſign, and ſet over all their Eſtate, Intereſt, and Term of years, of, and in the ſaid Meſſuage and Tenement, with the Appurtenances, yet to come; and the ſaid Original Indenture of Leaſe thereof, and all Conveyances of the ſame, unto ſuch perſon or perſons as the ſaid *R.* in that behalf ſhall name and appoint. **Provided always**, That if the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, ſhall as well procure and cauſe, that the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, on this ſide the ſaid 24th day, which ſhall be, &c. ſhall be clearly and abſolutely acquitted and diſcharged, of, from, and from all the Bonds, Bails, and Suretyſhip aforeſaid, and all other Charges wherewith the ſaid *R. B.* hath charged himſelf from the ſaid *J. B.* as aforeſaid; as alſo in the mean time, from time to time, do well and ſufficiently ſave harmleſs the ſaid *R. B.* his Heirs, Executors, and Adminiſtrators, and all his and their Lands, Tenements, Goods and Chattels, of, and for the Bonds, Bails, Suretyſhips, and Charges aforeſaid, wherewith they, or any of them may be charged as aforeſaid, that not only the Gift, Grant, Bargain, and Sale of the ſaid Meſſuage and Tenement, and other the Tenements above made by theſe preſents, to the ſaid *R. B.* and his Heirs: But alſo the ſaid Grant and Aſſign-

ment

ment of the ſaid Leaſe, and of all other the Premiſſes above bargained, or covenanted to be bargained, ſhall be utterly void and fruſtrate. And that then, and from thenceforth it ſhall and may be lawful, as well to and for the ſaid *J. B.* his Heirs and Aſſigns, into the ſaid Free-hold of the above bargained Premiſſes, wholly to re-enter, and the ſame to have again, as in his or their former Eſtate, as alſo for the ſaid *M. C.* &c. or the Survivors or Survivor of them, their Executors or Adminiſtrators, or any of them, at, and by the appointment and agreement of the ſaid *I. B.* his Heirs or Aſſigns, into the ſaid Meſſuage and Tenement, with the Appurtenances, for the reſidue of the Term of years aforeſaid then to be to come, alſo to re-enter, and the ſame as in their former Eſtate to have again, theſe preſents, or any thing therein contained, to the contrary in any wiſe notwithſtanding. And alſo the ſaid *I. B.* covenanteth, &c in form, &c. That he the ſaid *I. B.* now at the enſealing and delivery of theſe Preſents, is, and ſtandeth lawfully and ſolely ſeiſed, of, and in the ſaid Meſſuage and Tenement, with the Appurtenances, of a good, perfect, ſure, abſolute, and rightful Eſtate in the Law in Fee-ſimple, either in Poſſeſſion or in Reverſion, immediately expectant, upon determination of the Leaſe and Term of years aforeſaid, without any condition or limitation of Uſe or Uſes, and that of ſuch Eſtate, the ſaid *I. B.* hath good, lawful, and abſolute right and authority, to give, grant, bargain, ſell, and aſſure the ſaid Meſſuage and Tenement, with the Appurtenances, to the ſaid *R. B.* his Heirs and Aſſigns for ever, to, and for the only Uſe of the ſaid *R.* his Heirs and Aſſigns for ever. And that the ſaid Meſſuage and Tenement, with the Appurtenances, now are, and from henceforth ſhall be, ſtand, and continue unto the ſaid *R. B.* his Heirs and Aſſigns for ever, clear and clearly diſcharged and acquitted, or otherwiſe at all times ſufficiently ſaved harmleſs, of, and from all and ſingular former Bargains, Sales, Gifts, Grants, Leaſes, Eſtates, Titles, Charges, and Incumbrances whatſoever, the old accuſtomed Rents and Services hereafter to be due, to be paid and done to the chief Lord of the Fee or Fees of the Premiſſes, in reſpect of their Seigniory only, and the ſaid Leaſe for years to be conveyed and aſſigned over, at, and by the appointment of the ſaid *R. B.* his Heirs and Aſſigns as aforeſaid, only excepted and forepriſed. And alſo, that if it do happen the ſaid Meſſuage and Tenement, with the Appurtenances, upon the Condition aforeſaid, ſhall be forfeited to the ſaid *R. B.* and his Heirs, that then, and at all times during three years then next following; the ſaid *I. B.* and *M.* now his Wife, and the Heirs of the ſaid *I. B.* at, and upon every reaſonable Requeſt, and at the Coſts and Charges in the Law only of the ſaid *R. B.* his Heirs, Executors and Aſſigns, ſhall and will do, make, knowledge, ſuffer and execute, and cauſe to be done, &c. all, and every ſuch further Act and Acts, Thing and Things in the Law, for the further and better conveyance, aſſurance, and ſure making of the ſaid Meſſuage and Tenement, and other the above bargained Premiſſes, with their Appurtenances, to be had, conveyed, and made ſure to the ſaid *R. B.* his Heirs and Aſſigns, for their only uſe for ever, as by the ſaid *R. B.* his Heirs or Aſſigns, or by his or their Conſeil Learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, be it by Fine, Feoffment, Deed or

Deeds

Deeds inrolled, release with warranty against all men, or without warranty, Recovery with Vouchers or Voucher, or by any other lawful way or means whatsoever. And the said *R. B.* covenanteth, &c. to permit and suffer the said *J. B.* and his Assigns, to occupy the said Messuage and Tenement, with the Appurtenances, keeping the same well and sufficiently repaired in all things, until the said, &c. which shall be, &c. so as the same Messuage and Tenement be not in the mean time forfeited to the said *R. B.* and his Heirs upon the Condition above in these presents expressed, and not otherwise. In witness, &c.

A good Mortgage by way of Lease for 500 years.

THis Indenture, &c. Between *T. P.* of *I.* in the County of *S.* Gent. Son and Heir of *T. P.* late of *N.* in the same County, Dr. of Physick deceased, on the one part, and *T. B.* of the City of *L.* March. on the other part, Witnesseth, That the said *T. P.* party to these presents, for and in consideration of the Sum of 800 *l.* of &c. to him in hand, paid by the said *T. B.* at and before the Ensealing and Delivery of these presents. The Receipt whereof, the said *T. P.* party to these presents, doth hereby acknowledge himself therewith fully satisfied, and thereof, and of every part thereof doth clearly acquit, exonerate, and discharge the said *T. B.* his Executors, and Administrators, by these presents; hath bargained, sold, demised, granted, and to Farm letten, and by these Presents doth, unto the said *T. B.* his Executors, Administrators, and Assigns; all that the Mannor of *H.* in the County of *S.* with the Rights, Members, and Appurtenances thereof, and all Messuages, Houses, Waters, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons, Heaths, Furs, Moors, Marshes, Wells, Profits, and Perquisites of Courts, Rent of Copy-holders, and Free-holders, Chief-Rents, Quit-Rents, Rents of Assize, Fines, Herriots, Amerciaments, Services, Reversions, Royalties, Priviledges, Franchises, Jurisdictions, Profits, Commodities, Hereditaments, and Appurtenances whatsoever, to the said Mannor belonging or appertaining, or accepted, reputed, or taken, as part, parcel, or member thereof: And also all that Tenement, with the Close, or parcel of Pasture, wherein the said Tenement standeth, containing by estimation &c. by the same more or less, scituate, lying, and being in the Parish of *H.* in the County of *S.* now or late in the several Tenures or Occupations of &c. or of their Assigns. And also all that piece &c. and all Woods, Underwoods, Timber, and Trees, standing, growing, or being, in, upon, or about the several Closes, pieces or parcels of Ground above mentioned, and every or any part thereof. And all Ways, Waters, Commons, and Common of Pasture, Profits, Commodities, Hereditaments, and Appurtenances whatsoever, to the said Tenement, and several Closes or parcels of Land or Ground, and every or any

Grant.

any of them belonging or appertaining, or with them, or any of them used, occupied or enjoyed: And all other the Meſſuages, Lands, Tenements, and Hereditaments, which were conveyed and aſſured, by and from *G. S.* of &c. and *J. W.* of &c. to the ſaid *T. P.* deceaſed, in and by a certain Indenture of Bargain and Sale, under their *Hands* and Seals, bearing date &c. and inrolled in the High-Court of *Chancery*. And the Reverſion and Reverſions, Rents, Iſſues, and Profits of all and ſingular the Mannor, Tenement, Lands, and Premiſſes above mentioned, and every part thereof, To have and to hold *Habend.* all and ſingular the ſaid Mannor, Tenement, and ſeveral Cloſes and parcels of Land, and all other the Premiſſes above, in and by theſe preſents, demiſed, granted, bargained, and ſold, with their and every of their Appurtenances, and the Rents and Reverſions thereof, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, from the enſealing and delivery of theſe preſents, unto the end and term of 500 years from thence next enſuing, and fully to be compleat and ended without impeachment of or for any manner of Waſte, ſtrip, or ſpoyl, yielding and paying therefore yearly and every *Reddend.* year during the ſaid term unto the ſaid *T. P.* party hereunto, his Heirs and Aſſigns, the yearly Rent of one Pepper corn, on the Feaſt day of *All Saints* in every year (if it be demanded, and no more.) Provided always, and *Proviſo.* theſe preſents are upon this Condition, nevertheleſs, That if the ſaid *T. P.* party hereunto, his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall yearly and every year from henceforth for and during the term of five years now next enſuing, well and truly pay or cauſe to be paid unto the ſaid *T. B.* his Executors, Adminiſtrators, or Aſſigns, at the &c. in *London*, the yearly Sum or annual payment of 48 *l.* of &c. on the 26th day of *J.* and 26th day of *J.* in every year by equal portions. The firſt payment thereof to begin and be made on the 26th day of *J.* now next enſuing. And alſo if the ſaid *T. P.* party hereunto, his Heirs, Executors, Adminiſtrators, or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. B.* his Executors, Adminiſtrators, or Aſſigns, at the place of payment aforeſaid, the Sum of 800 *l.* of like good and lawful money of *E.* on the laſt day of *J.* which ſhall be in the year, &c. And in caſe the ſaid *T. P.* party hereunto, ſhall be minded to repay the ſaid 800 *l.* before the end of the ſaid five years, and do and ſhall give or leave notice or warning thereof in Writing, at the now dwelling houſe of the ſaid *T. B.* in &c. on any 20th day of *Ja.* or 20th day of *J.* within the laſt two years of the five years aforeſaid, and do and ſhall truly pay to the ſaid *T. B.* his Executors or Aſſigns, at the place of payment aforeſaid, the Sum of 800 *l.* of &c. at the next half years day of payment then enſuing, together with all ſuch part and ſo much of the ſaid yearly Sum of 48 *l.* as ſhall be then due and payable: And do make no default of payment of or in any one payment of the Sums of money aforeſaid, That then and from thenceforth this preſent grant, bargain, ſale and demiſe of all and ſingular the ſame Premiſſes ſhall ceaſe, determine, and be utterly void and of none effect, to all intents and purpoſes, as if the ſame had never been made; This Indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *T. P.* party hereunto, for himſelf, his Heirs, Executors, and Admi-

niſtrators, and for every of them, doth covenant, promiſe, grant, and agree to and with the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, in form following. That is to ſay, That he the ſaid *T. P.* party hereunto, at the enſealing and delivery of theſe preſents, is the very true, lawful, and rightful owner of the ſaid Manner, Tenement, Lands, and all other the Premiſſes above herein, and hereby demiſed, granted, bargained and ſold, or meant, mentioned, or intended to be hereby demiſed, granted, bargained and ſold, with their Appurtenances, and of every part and parcel thereof. And now is and ſtandeth lawfully ſeiſed in his demeſne, as of Fee, of and in all and ſingular the ſaid Mannor, Tenements, Lands, and Premiſſes, with their Appurtenances, and of every part thereof, of a good, ſure, lawful, perfect, rightful, abſolute and indefeazable Eſtate of Inheritance in Fee-ſimple, without any Reverſion, Remainder, Limitation of Uſe or Uſes, power of Revocation, or other matter or thing whatſoever, of or in any perſon or perſons, to alter, change, or determine the ſame. And that he the ſaid *T. P.* party to theſe preſents, now hath in himſelf full power, good and perfect right, and lawful authority, to demiſe, grant, bargain, and ſell, all and ſingular the ſaid Mannor, Tenement, Lands, Hereditaments and Premiſſes above mentioned, with their Appurtenances, and every part thereof, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of 500 years, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. And alſo, That the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may from time to time, and at all times (from and after default of payment made of the ſeveral Sums of money aforeſaid, or any of them, or any part thereof) peaceably and quietly enter into, have, hold, occupy, poſſeſs, and enjoy the ſaid Mannor, Tenement, Lands, Hereditaments and Premiſſes above, in and by theſe preſents demiſed, granted, bargained and ſold, with their and every of their Appurtenances, and every part and parcel thereof, for and during the ſaid term of 500 years, without any let, trouble, interruption, incumbrance or diſturbance of or by the ſaid *T. P.* party hereunto, his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever. And further, That the ſaid Mannor, Tenements, Lands, Hereditaments, and all other the Premiſſes above in and by theſe preſents mentioned, or intended to be herein and hereby demiſed &c. with their and every of their Appurtenances, now are, and be, and ſo from time to time and at all times hereafter, for and during the ſaid term of 500 years, ſhall be, remain and continue, and be had, holden, and enjoyed unto and by the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, (ſubject to the Proviſo or Condition above mentioned) free and clear, and freely and clearly acquitted, exonerated and diſcharged, of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Joyntures, Dowers, Uſes, Wills, Entails, Statutes-Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rent-charge, Rent-ſeck, Annuities, yearly Payments, Fines, Iſſues, Amerciaments, Seizures, Sequeſtrations, and cauſe and cauſes of Sequeſtration. And of and from all other Eſtates, Titles, Troubles, Charges, and Incumbrances

Lawful owner.

Seized.

Power to grant.

After default of payment the Mortgagor to enjoy.

Free from Incumbrances.

Exception.

ces whatſoever, had, made, committed, ſuffered by the ſaid *T. P.* party hereunto, or by any other perſon or perſons whatſoever, the Rents and Services from henceforth to grow due and payable to the chief Lord and Lords of the Fee and Fees of the Premiſſes, in reſpect of his and their Seigniory and Seigniories excepted and foreprized. And except, one annuity or yearly Rent-charge of 10 *l.* *per annum*, iſſuing and payable out of the Premiſſes, or ſome part thereof, unto *E. M.* Mother of the ſaid *T. P.* party hereunto, for and during the term of her natural life, and no longer. And alſo except one Leaſe or Grant made of parcel of the Premiſſes, by the ſaid *T. P.* party, &c. unto the ſaid *T. L.* for a certain term yet enduring, at and under the yearly Rent of 42 *l.* And alſo except one other Leaſe made of other parcel of the Premiſſes, by the ſaid *T. P.* party &c. to the ſaid &c. for a certain term yet unexpired, whereupon the yearly Rent of 16 *l.* is reſerved and payable; which ſaid ſeveral yearly Rents of 42 *l.* and 16 *l.* in and by the ſaid ſeveral excepted Leaſes reſerved, ſhall from and after default of payment made of the Sums of money aforeſaid, or any of them, become due and payable unto the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, for and notwithſtanding any act or thing, had, made, or done, or to be had, &c. by the ſaid *T. P.* party &c. or by any other perſon or perſons. And moreover, That the ſaid *T. P.* party, &c. and his Heirs, and all other perſon and perſons, and their Heirs, having, claiming, deriving, or pretending, or which can or may hereafter have or claim any manner of Eſtate, Right, Title, Intereſt, Claim, Benefit, or Demand, of, into, or out of the ſaid Mannor, Lands, Tenements, Hereditaments, and Premiſſes above mentioned, to be herein and hereby demiſed, granted, bargained, and ſold, with their Appurtenances, and every or any part or parcel thereof, (except as aforeſaid) ſhall and will from time to time, and at all times, from and after default of payment made of the Sums of money in the Proviſo and Condition aforeſaid expreſſed, or any of them, upon the reaſonable requeſt, and at the Coſts and Charges in the Law of the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, make, do, knowledg, levy, ſuffer, and execute, and cauſe and procure to be made &c. unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, all and every ſuch further, lawful, and reaſonable Act and Acts, Thing and Things, Deeds, Deviſes, Grants, Releaſes, Conveyances, and Aſſurances in the Law whatſoever, for the further, and better, more perfect and abſolute granting, conveying, and aſſuring of the ſaid Mannors, Tenements, Lands, and Premiſſes, above herein and hereby demiſed, granted, bargained, and ſold, with their Appurtenances, and every part and parcel thereof, unto the ſaid *T B.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of 500 years, diſcharged of the Proviſo or Condition aforeſaid, and of all power and benefit of redemption: As by the ſaid *T. B.* by his Executors, Adminiſtrators, or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. And it is laſtly agreed by and between the ſaid parties to theſe preſents, for them, their Heirs, Executors, and Aſſigns; That the ſaid *T. P.* party, &c. his Heirs, Executors, and Aſſigns, ſhall and may have, hold, and enjoy the Premiſſes,

Further aſſurance.

The Mortgagor to enjoy till default.

miſſer, and receive and take the Rents and Profits thereof, to his and their own proper uſes, until the firſt default of payment ſhall be made of the Sums of money, in the Proviſo and Condition aforeſaid expreſſed, without any let, hinderance or denial of or by the ſaid *T. B.* his Executors, Adminiſtrators, or Aſſigns, or any of them: Any thing herein contained, to the contrary notwithſtanding, &c. In witneſs, &c.

In a Bond to pay the money.
In a Bond for performance of Covenants.

PAR-

PARTITION.

An Indenture Tripartite for division of Land holden by Leaſe into four parts by Lots, with very good Covenants.

THis Indenture Tripartite, &c. Between *W. G.* Cit. and V of *L.* on the firſt part, and *H. P.* &c. on the ſecond part, and *J. S.* Cit. and S. of *L.* on the third part, *Reſitantur hic dimiſſ. mutatis mutandis, tumque dicatur.* And where alſo the ſaid *W. W.* the Son hath aliened, aſſigned, bargained, ſold, and ſet over, all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes, demiſed by the ſaid Original Indenture of Leaſe, together with all his Eſtate, Right, Reverſion, term of years, and Intereſt, of, in, and to the ſame, to the ſaid *W. G. H. P.* and *I. S.* That is to ſay, to every of them one third part of all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and of all other the Premiſſes, with their Appurtenances, as by his ſeveral Deeds of the ſame ſeverally made to the ſaid *W. G. H. P.* and *I. S.* bearing date, &c. now laſt paſt, will alſo appear. Now the ſaid *W. G. H. P.* and *I. S.* do covenant, grant, and agree together, and every of them ſeverally for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, grant, and agree, to and with every other of them ſeverally, their ſeveral Executors, Adminiſtrators, and Aſſigns, by theſe preſents, in manner and form following; That is to ſay That they the ſaid *W. G. H. P.* and *I. S.* their ſeveral Executors, Adminiſtrators, or Aſſigns, for every of their ſeveral parts, within the ſpace of one moneth next after they or any of them ſhall be in poſſeſſion of the Premiſſes, or any part thereof, to them aſſured and conveyed, by virtue of the Intereſt or Title growing by the Original Indenture above recited, ſhall name and chooſe a ſeveral perſon for the dividing of the Premiſſes into 3 equal parts, and the ſame ſeveral perſons ſo being choſen and named, every of the ſaid parties for their ſeveral part, ſhall procure to come, repair to, and be at the Mannor-houſe of the ſaid Mannor of *H.* on the 5 day next after the end of the ſaid month, or ſooner, as they in the mean time ſhall fortune to agree thereof together: And that then with all reaſonable expedition, and without further putting off, every of the ſaid parties, ſhall procure the perſon for their party brought to the ſaid Mannor-houſe, to go in hand with the other perſons to be brought thither by other parties, to ſurvey & in-

Covenant between theſe parties, every one to chooſe a ſeveral perſon for the Diviſion

The parties to procure thoſe perſons to meet at a certain time and place, and to go in hand with the Diviſion, &c.

differently to part and divide all the Premiſſes as near as they can into three equal parts. And that every of the ſaid parties, his Executors and Aſſigns, for their ſeveral part ſhall procure that the perſon on their part to be choſen for the diviſion aforeſaid, within 40 dayes next after ſuch their ſurvey ſhall be firſt begun, ſhall aſſent and agree to the making, and to ſeal and ſign with his hand three ſeveral Writings indented, containing in them thoſe three parts, whereinto the Premiſſes ſhall be divided, as aforeſaid; That is to ſay, Every of the ſame Writings ſhall ſeverally contain, name, and expreſs in it ſelf, one ſuch ſeveral third part of the Premiſſes, as thereof ſhall be made in the ſaid diviſion. And the ſame Indentures, after they ſhall be ſo made and ſealed, ſhall be put together under a Cap or Cloak from thence to be drawn out by every of the ſaid parties ſeverally, one part thereof: And that every of the ſaid parties for their ſeveral part, ſhall accept, receive, and hold for his ſaid part of all the Premiſſes only that part thereof, which ſhall be contained and expreſſed in that Indenture, which ſhall be by him drawn as aforeſaid: And before the opening of the ſame Indenture ſo by him to be drawn, then immediately upon the drawing thereof, ſhall in the preſence of the ſaid Dividors ſuffer words of effect as followeth, to be endorſed on the ſaid Indenture; That is to ſay, words expreſſing the name and ſirname of him that drew the ſame Indenture, and how that his part and purpart of all the Premiſſes to him fallen upon the diviſion thereof, is contained and limited in and by the ſame Indenture, and alſo ſhall ſuffer to be endorſed the names of ſuch perſons as then ſhall be preſent at the ſame, for teſtifying and witneſſing of the ſame. And further, That after ſuch diviſion made, every of the ſaid parties for their ſeveral parts, ſhall be charged as well to contribute and bear one equal third part of the ſaid yearly Rent of 50 *l.* 11 *s.* 4 *d.* reſerved yearly to be paid by the ſaid Original Indenture of Leaſe, as alſo to keep and fulfill the Covenants and Agreements contained in the ſaid Original Indenture of Leaſe thereafter, for the parts of the ſaid *W. W.* the Father, and *W. W.* the Son, and their Aſſigns, to be kept for ſo much ſeverally of the Premiſſes, as ſhall come to the part of ſuch party, by reaſon of the ſaid diviſion to be made as aforeſaid. And moreover, it is agreed and covenanted, by and between the ſaid *W. G.* &c. and every of them ſeverally, for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, grant, and agree, to and with every other of them, their Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, in manner, &c. That is to ſay, That every of the ſaid *W. H.* and *J.* their Executors, Adminiſtrators, and Aſſigns, for their ſeveral part, after ſuch diviſion made of the Premiſſes as aforeſaid, and upon reaſonable Requeſt of any other of the ſaid parties, or of the Executors, Adminiſtrators, or Aſſigns of any of them, ſhall and will releaſe and confirm the Eſtate, Right, and Intereſt to them, making ſuch requeſt, of all that part and purpart of the Premiſſes to their part fallen by ſuch diviſion as aforeſaid, as by the party making ſuch requeſt, or by the learned Councel in the Law, of him, his Executors or Aſſigns, at any time during one whole year next after the ſaid diviſion made, ſhall be reaſonably deviſed or adviſed. Provided allwayes, That the party making ſuch Requeſt as aforeſaid, ſhall bear and pay the charges of the ſame

For a Writing indented.

The Lots ſhall be put under a Cap or Cloak, and drawn out by the parties intereſted.

Every party ſhall hold for his third part that which ſhall be contained in his Lot.

Words endorſed in the Lots before the opening

Every party ſhall be charged with a third part of the Rent and Covenants in the Leaſe contained.

Each party ſhall releaſe and confirm the Eſtate of the purparty of the other.

confirmation, and releaſe to be made as aforeſaid. And provided alſo, That the ſame Confirmation or Releaſe, do not extend to bind the party which ſhall make the ſame to any further Warranty then only againſt himſelf, his Executors or Aſſigns. And further, the ſaid *W. G.* &c. for themſelves and for their ſeveral Executors, Adminiſtrators, and Aſſigns, and everyof them, do covenant, grant, and agree together by theſe Preſents, in manner, &c. That is to ſay, That every of the ſaid *W. H.* and *I.* their ſeveral Executors and Aſſigns, for their ſeveral parts, ſhall and will from time to time, during all the ſaid term of 20 years, mentioned in the ſaid Original Indenture of Leaſe, be ready to yield and pay one equal third part of the ſaid yearly Rent of &c. at the place and laſt time limited to the payment thereof, or any part thereof, in and by the ſaid Original Indenture of Leaſe, ſo often as the ſaid yearly Rent, or any part thereof, ſhall happen ſo long to be behind, and ſhall not be paid in the mean time before hand. And further, the ſaid parties have agreed, and by theſe Preſents, do covenant, grant, and agree, together for themſelves &c. ſeverally, in manner and form following, That is to ſay, That the ſaid Original Indenture of Leaſe, and the ſaid Releaſe or Deed of Conveyance thereupon made by the ſaid *W. W.* the Father, to the ſaid *W. W.* the Son, ſhall from thenceforth, during all the ſaid term of 20 years, lye and remain in the cuſtody and keeping of &c. indifferently, for the common uſe and behoof of all the ſaid parties to theſe Preſents, and of their Executors and Aſſigns, from time to time, to be read, pleaded, and ſhewed forth, in the cuſtody of the ſaid &c. as any of them, ſhall have any ſuch need or occaſion. Provided allwaies, That the ſaid parties do ſeverally agree by theſe Preſents, that none of the ſaid parties, their Executors or Aſſigns, or any of them, ſhall demand or ſeek to have the ſaid Indenture of Leaſe or Deed of Conveyance, or Releaſe aforeſaid, out of the hands or cuſtody of the ſaid &c. at any time, without the conſent or good will of the ſaid other parties, to theſe Preſents, their Executors or Adminiſtrators, by any way or means whatſoever: In witneſs, &c.

A Partition between two Brothers, to whom Lands are joyntly given by their Fathers Will.

THis Indenture made, &c. Between *J. B.* of *L.* of the one part, and *W. B.* of *L.* on the other part; Whereas *J. B.* late of *L.* deceaſed, Father of them the ſaid *J.* and *W.* parties to theſe preſents, being in his life time ſeiſed in his Demeſne as of Fee, of and in the ſeveral Meſſuages, Lands, Tenements, Meadows, Woods, and Hereditaments herein after particularly mentioned and expreſſed; That is to ſay, Of and in &c. and being ſo ſeiſed of the ſaid Premiſſes, with their and every of their Appurtenances, the ſaid *I. B.* the Father, did by his laſt Will and Teſtament, bearing date &c. give and bequeath all and ſingular the ſaid Houſes, Lands, Tenements, Premiſſes, and Hereditaments before mentioned, with the Appurtenances,

to his ſaid Sons *J. B. R. B. W. B.* and *T. B.* and to their Heirs for ever, by the name of all his Lands and Tenements which he purchaſed of *R. S.* lying and being, &c. as by the ſaid laſt Will and Teſtament of the ſaid *J. B.* may appear. And whereas the ſaid *R. B.* and *T. B.* before any partition of the Premiſſes, or any part thereof, and before any Aſſignment or other Aſſurance made by them or either of them, of their ſaid parts or portions, are both dead without Iſſue, ſo as their parts and portions of, and in all the ſaid Premiſſes, is now lawfully veſted, and ſetled by way of Survivorſhip in the ſaid *J. B.* and *W. B.* parties to theſe Preſents, and they being now fully minded and agreed, that the ſaid Premiſſes ſhall be equally divided, and that a juſt partition thereof by conſent may be made between them, ſo as each of them the ſaid *J.* and *W.* may have in certainty his own part and portion, and diſpoſe thereof, as to them, or either of them ſhall ſeem moſt convenient: And they the ſaid *I.* and *W. B.* with an unanimous aſſent and conſent, by the view, advice, aſſiſtance, approbation, and direction of *R. H. I. R. G. M.* and *H. M.* being of the Neighbourhood of &c. and by the joynt conſent of them the ſaid *I.* and *W. B.* thereunto choſen and requeſted, have made full and perfect diviſion, ſeparation, and partition of the ſaid Meſſuages, Lands and Premiſſes, with their Appurtenances, in manner and form following; That is to ſay, That he the ſaid *I. B.* the elder Brother, ſhall have, hold, and enjoy to him and his Heirs for ever in ſeveralty, as his Moiety, Part, and Portion, belonging to him, of the ſaid Premiſſes, all that the ſaid Meſſuage or Tenement, with the Appurtenances, called &c. And alſo &c. pounds of lawful money of *England*, to be paid unto the ſaid *I. B.* by the ſaid *W. B.* in regard that the ſaid Meſſuage or Tenement called &c. and the Lands and Premiſſes hereafter mentioned to be allotted and appointed to the ſaid *W.* are ſo much more in value then the Premiſſes allotted, parted, and divided, to be the portion and ſhare of the ſaid *I. B.* as aforeſaid. And that he the ſaid *W. B.* the younger Brother, ſhall have, hold, and enjoy to him and his Heirs for ever in ſeverality, as his moiety, part, and portion of all the ſaid Premiſſes, all that Meſſuage, with the Appurtenances called &c. And this Indenture witneſſeth, That they the ſaid two Brothers *I. B.* and *W. B.* are fully ſatisfied, contented, and agreed with the ſaid partition and diviſion ſo made as aforeſaid, and do hereby for themſelves ſeverally, and their ſeveral Heirs, aſſent, conſent, and agree unto the ſame accordingly: And for a ſure confirmation and ratification of the ſaid partition and diviſion ſo made as aforeſaid, and for avoiding all ambiguities, doubts, variances, and contentions which might hereafter chance to ariſe, touching and concerning the ſame, it is hereby covenanted, granted, promiſed, and agreed by and between the ſaid parties to theſe preſents, for them, their Heirs, Executors, and Adminiſtrators, in manner and form following; That is to ſay, That the ſaid partition and diviſion of the Premiſſes ſo made as aforeſaid, ſhall be and enure, and ſhall be adjudged, deemed, and taken to be as good, effectual, and available in the Law, to all intents and purpoſes whatſoever, as any diviſion or partition might or could have been made, in any manner of wayes whatſoever, and howſoever. And the ſaid *I. B.* party to theſe preſents, for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth Covenant and grant,

to

to and with the ſaid *W. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them, by theſe Preſents, that he the ſaid *W. B.* his Heirs and Aſſigns, and every of them, ſhall and may, from time to time, and for ever hereafter, have, hold, and enjoy from him the ſaid *I. B.* and his Heirs, divided in ſeveralty and not in joynture, for his full moiety, part, purpart, and portion, of all and ſingular the ſaid Meſſuages, Lands and Premiſſes, ſo to them the ſaid *I.* and *W. B.* given, deviſed, and bequeathed by the ſaid Father *I. B.* deceaſed as aforeſaid, and in full recompence and ſatisfaction thereof, and of every part thereof, all and ſingular the ſaid Meſſuage or Tenement, Lands, Tenements, and Premiſſes, with the Appurtenances, above, in and by theſe preſents recited, allotted, appointed, or ſet forth, or meant, mentioned, expreſſed to be allotted, appointed, and ſet forth for the moiety, part, purpart, and portion of the ſaid *W. B.* And further alſo, That he the ſaid *I. B.* party to theſe preſents, and his Heirs, ſhall and will, from time to time, and at all times hereafter, during the ſpace of ſeven years now next enſuing, at the reaſonable Requeſt, and at the proper coſts and charges in the Law of the ſaid *W. B.* his Heirs or Aſſigns, or any of them, do, make, knowledge, perfect, execute, and ſuffer, or cauſe to be made, done, knowledged, executed, and ſuffered unto the ſaid *W. B.* his Heirs and Aſſigns, or any of them, all and every ſuch further and other Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, as by the ſaid *W. B.* his Heirs and Aſſigns, or by his or their Councel Learned in the Law, ſhall be reaſonably deviſed, adviſed, or required, for the further and more perfect aſſuring and ſetling of ſo much of the ſaid Premiſſes in the ſaid *W. B.* and his Heirs, as by the ſaid diviſion and partition above mentioned is allotted and appointed to the ſaid *W. B.* and his Heirs, be it by Fine, Feoffment, Recovery, with ſingle or double Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled Releaſe, Confirmation, with warranty againſt him the ſaid *J. W.* and his Heirs, or without warranty, or by all or any of theſe wayes or means, or by any other wayes or means whatſoever, ſo as the ſaid *J. B.* and his Heirs, for the doing thereof, be not compelled to travel further then to the Cities of *L* and *W.* And further alſo, That he the ſaid *J. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and will, from time to time, and at all times hereafter, upon reaſonable Requeſt and Requeſts in that behalf made; not only permit and ſuffer the ſaid *W. B.* his Heirs and Aſſigns, and all and every other perſon and perſons, by him, them, or any of them, thereunto Deputed and Aſſigned, to Write and Copy out true Copies of all ſuch Deeds, Evidences, Charters, Eſcripts, Minuments, and Writings whatſoever, touching or concerning the Premiſſes, with the Appurtenances herein before mentioned, or any part or parcel thereof; but alſo ſhall and will, when, and as often as need ſhall require, ſhew forth in any of his Majeſties Cours of Records, or elſewhere, all ſuch Deeds, Evidences, Tranſcripts, and Exemplifications of Fines and Recoveries, Charters, Writings, Eſcripts and Minuments whatſoever, touching or concerning the Premiſſes, or any part thereof, which ſhall be in his, their, or any of their Hands, Cuſtodies or Poſſeſſions, or as many of them as ſhall be needful to be ſhewed forth for the manifeſtation or defence

of

or the Eſtate, Title, Intereſt, and Poſſeſſion of the ſaid *W. B.* his Heirs or Aſſigns, or any of them, of, in, or to the Premiſſes, with the Appurtenances herein before meant, mentioned, or intended to be allotted, ſet forth, and appointed to the ſaid *W.* and his Heirs as aforeſaid. And further alſo, That he the ſaid *J. B.* his Heirs and Aſſigns, ſhall and will, from time to time, and at all times hereafter, ſatisfie and pay to the Lord or Lords of the Mannor of &c. (of whom all the ſaid Premiſſes are holden) for the quit-rent of the Moety of the ſaid Premiſſes, the Sum of, &c. being the Moiety of, &c. yearly due to the Lords of the ſaid Mannor, for the quit-rent of all the Premiſſes herein before mentioned, and the ſaid *W. B.* for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth Covenant and Grant, to and with the ſaid *J. B.* his Heirs and Aſſigns, and to, and with every of them, in manner and form following; That is to ſay, That he the ſaid *J. B.* his Heirs and Aſſigns, and every of them, ſhall and may from time to time, and at all times for ever hereafter, have, hold, and enjoy from him the ſaid *W. B.* and his Heirs, divided in Severalty, and not in Joynture, for his full moiety, part, purpart, and portion of all and ſingular the ſaid Meſſuages, Lands, and Premiſſes, ſo to them the ſaid *J.* and *W. B.* given, deviſed, and bequeathed by their ſaid Father *J. B.* deceaſed as aforeſaid, and in full recompence and ſatisfaction thereof, and of every part thereof, all and ſingular the ſaid Meſſuage, Lands, Tenements, and Premiſſes, with their Appurtenances, above, in and by theſe preſents, recited, allotted, appointed, or ſet out, or meant, mentioned, or expreſſed, to be allotted, appointed, and ſet out for the moiety, part, purpart, and portion of the ſaid *J. B.* And further alſo, That he the ſaid *W. B.* and his Heirs, ſhall and will from time to time, and at all times hereafter, during the ſpace of, &c. at the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *J. B.* his Heirs or Aſſigns, or any of them, do, make, knowledge, perfect, execute and ſuffer, or cauſe to be made, done, knowledged, executed and ſuffered, all and every ſuch further and other Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, as by the ſaid *J. B.* his Heirs or Aſſigns, or by his or their Councel learned in the Law ſhall be reaſonably deviſed, adviſed or required, for the further and more perfect aſſuring and ſetling of ſo much of the Premiſſes firſt above mentioned in the ſaid *J. B.* and his Heirs, as by the ſaid diviſion and partition aforeſaid is allotted and appointed to the ſaid *J. B.* and his Heirs, be it by Fine, Feoffment, Recovery, with ſingle or double Voucher, Deed or Deeds, Inrolled or not Inrolled, Releaſe, Confirmation with Warranty, or by all, or any of the ſaid ways or means, or by any other ways or means whatſoever, ſo as the ſaid *W. B.* and his Heirs, for the doing thereof, be not compelled to travel further then to the Cities of *L.* and *W.* And further alſo that he the ſaid *J. B.* his Heirs and Aſſigns, ſhall from time to time ſatisfie and pay to the, &c. And laſtly, It is hereby agreed and declared by and between the ſaid Parties to theſe preſents, that all and every Fine and Fines, Recovery and Recoveries, and other Aſſurance whatſoever, at any time hereafter to be had, levied, ſuffered, and executed of the ſaid Premiſſes, by and between the ſaid Parties to theſe preſents, ſhall be and enure, and ſhall be adjudged,

judged, deemed, conſtrued and taken to be, and to enure, to the Uſes, Intents, and Purpoſes before mentioned; That is to ſay, of, for, and concerning all that moiety, part, purpart, and portion of the ſaid Premiſſes, with the Appurtenances above mentioned to be allotted, appointed, and ſet out; to, and for the moiety, part, purpart, and partition of the ſaid *J. B.* to the only uſe and behoof of him the ſaid *J. B.* his Heirs and Aſſigns, and of, for, and concerning all that other moiety, part, purpart, and portion of the ſaid Meſſuages, Lands, Tenements, and Premiſſes, with the Appurtenances herein before meant or mentioned to be allotted, appointed, and ſet out, to and for the moiety, part, purpart, and portion of the ſaid *W. B.* his Heirs and Aſſigns for ever, and to, and for no other uſe, intent or purpoſe whatſoever. In witneſs, &c.

An Indenture of Partition Betwixt Co-Heirs.

This Indenture Tertie-partite, made, &c. Between *F. P.* Coſin, and one of the Co-heirs unto Dame *D. B.* That is to ſay, Son and Heir of *E. P.* deceaſed, and whilſt ſhe lived, wife unto *E. P.* Eſquire, and Daughter, and one of the Co-heirs unto the ſaid Dame *D.* of the firſt part; *M. W.* of *H.* in the County of *N.* Widow, one other of the Daughters and Co-heirs unto the ſaid Dame *D. B.* of the ſecond part; *W. C.* and *M.* his wife, Coſin, and one other of the Co-heirs unto the ſaid Dame *D. B.* That is to ſay, Daughter and ſole Heir to *M. C.* deceaſed, one other of the Daughters and Co-heirs of the ſame Dame *D. B.* of the third part; *A. L.* one other of the Daughters and Co-heirs of the ſame Dame *D.* of the fourth part; *F. B* Gent. Coſin, and one other of the Co-heirs unto the ſame Dame *D. B.* That is to ſay, Son and Heir of *A. M.* deceaſed, ſomtime wife to *H. B.* Eſq; one of the Daughters and Co-heirs of the ſaid Dame *D.* of the fifth part; and *H. S.* Eſq; and *G. S.* Son and Heir apparant, and Coſin, and one other of the Co-heirs unto the ſaid Dame *D.* That is to ſay, Son unto *J. S.* deceaſed, late wife unto the ſaid *H. S.* and one other of the Daughters and Co-heirs whilſt ſhe lived, unto the ſaid Dame *D. B.* on the ſixt part, Witneſſeth, That whereas the ſaid Dame *D. B.* was ſeiſed in her Demeſne as of Fee-tail; That is to ſay, to her, and to the Heirs of her body lawfully begotten, with the Remainder thereof to her, and to her Heirs, of, and in the Mannor of *B. D.* and *W.* with their Appurtenances, in the County of *L.* and of the Mannor of *B.* with the Appurtenances, in the County of *H.* and of the Mannor of *C.* with the Appurtenances, in the County of *N.* and of divers Lands, Tenements, and Hereditaments, with the Appurtenances, as well in the ſaid County of *L. H.* and *N.* as alſo in the County of *Y.* the whole contents and particulars whereof, more plainly appeareth in theſe preſents, by a diviſion thereof made in 6 parts; and the ſaid Dame *D.* ſo being ſeiſed of the ſaid Mannors, Lands, Tenements, and Hereditaments, with their Appurtenances, dyed thereof ſeiſed, after whoſe death, the ſaid Mannors, and other the Premiſſes, with all and ſingular their

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Appurtenances, descended to the said *F. P.* as Son and Heir unto the said [illegible] one of the Daughters and Co-heirs of the said Dame *D.* and to the said *M. W.* as one other of the Daughters and Co-heirs of the said Dame *D.* And to the said *M. C.* now wife unto the said *W. C.* as Daughter and sole Heir unto the said *M. C.* deceased, late wife of the said *R. C.* Esq; one other of the Daughters and Co-heirs of the said Dame *D.* and to the said *A. L.* as one other of the Daughters and Co-heirs, unto the said Dame *D. B.* and to the said *F. B.* as Son and Heir unto the said *A. M.* deceased, sometime wife of the said *H. B.* deceased, one other of the Daughters and Co-heirs of the said Dame *D. B.* and to the said *J. S.* deceased, late wife unto the said *H. S.* who had issue between them the said *G. S* as one other of the Daughters and Co-heirs of the said Dame *D. B.* by reason whereof the said *F. P. M. W. W. C.* and *M.* his wife, *A. L. F. B.* and *H. S* stand and be seised of the Premisses undivided; That is to say, the said *F. P.* in his Demesne, as of Fee-tail, and the said *M W.* in her Demesne as of Fee-tail, and the said *W. C.* and *M.* his wife, in their Demesne as of Fee-tail, in the right of the said *M:* And the said *A. L.* in her Demesne as of Fee-tail, and the said *F. B* in his Demesne as of Fee-tail, and the said *H. S.* as Tenant by the Courtesie of *England*, the Reversion thereof in Fee-tail, to the said *G. S.* belonging and appertaining, the Remainder thereof immediately depending upon the said Estate in tail, to the said *F. P. M W. W. C.* and *M.* his wife, as in the right of the said *M. L. F. B.* and *G S.* in Copartinary belonging and appertaining. Be it now witnessed, That it is fully condescended, covenanted, concluded, and agreed between the said Parties, to these Indentures, of their mutual assents, consents and agreements, for an eaven partition to be had, made and continued betwixt them, of the said Mannors, and other the Premisses, in manner and form following; That is to say, That the said *F. P.* shall from henceforth have and hold to him, and to his Heirs of his body lawfully begotten; and for default of such Issue, the Remainder thereof to the Heirs of the Body of the said *E.* his Mother, deceased, lawfully begotten, and for default of such Issue, the Remainder thereof to the Heirs of the body of the said Dame *D. B.* and for default of such Issue, the Remainder thereof to the right Heirs of the said *F. P.* for ever, for his full part that to him belongeth and appertaineth of the Premisses, the said Mannor of *C.* in the said County of *N.* with all Edifices, Buildings, Dove-houses, Orchards, Gardens, Yards, Easements, Rents, Services, Courts Leets, Waifs, Strayes, Cattels of Felons, and Fugitives, Liberties, Priviledges, Franchises, Lands, Tenements, Meadows, Pastures, Woods, Under-woods and Commons, with all and singular Apparteinances, to the same appertaining and belonging, set, lying, and being in *C.* in the said County of *N.* or elsewhere, within the Realm of *England*, to the said Mannor belonging, or being accepted, as part, parcel, or member thereof, excepted and alwaies reserved, one Messuage in *C.* afo-esaid, with all Lands, Tenements, Meadows, Leasowes, Pastures, Woods, and Under-woods, Commons, and Feedings to the same belonging, or commonly letten, now or late in the Tenure and Occupation of one *T. R.* And one other Messuage there, with all Lands, Tenements, &c. now or late in the Tenure of one *G. H.* and one other Messuage there, with all Lands, Tenements, &c. and now or late

late in the Tenure or Occupation of one *R. H.* which ſaid Meſſuages, &c. now or late in the ſeveral Tenures or Occupations of the ſaid *T. G.* and *R.* are hereafter by theſe preſents for equality of this preſent Partition, aſſigned and appointed to go with the Mannor of *W.* after limited to the part of the ſaid *F. B.* as by theſe Preſents it doth plainly appear. And it is likewiſe condeſcended, covenanted, and agreed between the ſaid Parties to theſe Indentures, That the ſaid *M. W.* ſhall from henceforth have and hold to her, and to her Heirs of her Body lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſame Dame *D.* lawfully begotten; and for default of ſuch Iſſue, the Reverſion thereof to the right Heirs of the ſaid *M. W.* for her full part, that to her appertaineth of the Premiſſes, the ſaid Mannor of *B.* in the ſaid County of *H.* with all Edifices, Buildings, &c. and all other Profits, Hereditaments, and Commodities whatſoever they be, ſet, &c. within the Towns, Fields, and Pariſhes of *B. O.* &c. in the ſaid County of *H.* or elſewhere, to the ſaid Mannor belonging or appertaining, or heretofore known, reputed, taken, or letten, as part, parcel, or member of the ſaid Mannor of *B.* And one Meſſuage or Tenement, &c. now or late in the Tenure or Occupation of *E. M.* or of his Aſſigns, and that the ſaid *E. W. C.* and *M.* his wife, ſhall from thenceforth have and hold to them, and to the Heirs of the Body of the ſaid *M.* and for default of ſuch Iſſue, the Reverſion thereof to the Heirs of the Body of the ſaid Dame *D. B.* and for default of ſuch Iſſue, the Remainder thereof to the right Heirs of the ſaid *M.* as in the right of the ſaid *M.* for their full part that to them appertaineth of the Premiſſes, the ſaid Mannor of *D.* in the ſaid County of *L.* with all Edifices, Buildings, &c. *& ſic ut ſupra*: And that the ſaid *A.* ſhall from henceforth have and hold to her, and to the Heirs of the Body of the ſaid *A.* And for default of ſuch Iſſue, the Remainder thereof unto the Heirs of the Body of the ſaid Dame *D.* lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the right Heirs of the ſaid *A.* for ever, for her full part, that to her pertaineth of the Premiſſes, the one half of the ſaid Mannor of *B.* with certain Rents, Services, &c. *& ſic ut ſupra*: And that the ſaid *F. B.* ſhall from henceforth have and hold to him, and to his Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid *A.* Mother of the ſaid *F. B.* lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid Dame *D. B.* lawfully begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid *F.* for his full part, that to him appertaineth of the Premiſſes, the ſaid Mannor of *W.* &c. *& ſic ut ſupra*: And the ſaid *H. S.* ſhall from henceforth have and hold to him for term of his life, as Tenant by the Curteſie of *England*, for his full part, that to him appertaineth of the Premiſſes; the other half of the ſaid Mannor of *B.* in the ſaid County of *H.* ſet forth in manner and form following; That is to ſay, 16 d. &c. *& ſic ut ſupra*, payable to the Owner for the time being, of the Mannor laſt aforeſaid; and that after the deceaſe of the ſaid *H. S.* the ſaid *G. S.* ſhall have and hold the ſaid half of the ſaid Mannor of *B.* and the ſaid Demeſne Lands and Tenements, and other the Premiſſes, as the ſame is ſet forth in manner and form aforeſaid, by the Name of the Mannor of *B.* with the Charge going;

going out of the ſame as is aforeſaid, to him, and to the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſaid *J. S.* his Mother lately deceaſed, lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſaid Dame *D. B.* lawfully begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid *G. S.* for ever, for the full and whole part and purparty that to him belongeth of the Premiſſes. And the ſaid *F. P.* for himſelf, and the Heirs of his Body lawfully begotten, and for default of ſuch Iſſue, for his right Heirs, doth by theſe preſents, according to the Agreement aforeſaid, accept and take; and alſo doth Covenant and Grant for him, and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, for his right Heirs, to, and with the reſidue of the ſaid Parties, to theſe Indentures, and to, and with the Heirs of their Bodies: And for default of ſuch Iſſue, to, and with the right Heirs of every of them, to take from henceforth the ſaid Manor of *C.* with all and ſingular the Premiſſes thereunto belonging (except before excepted) in manner and form aforeſaid, for forth and appointed to the ſaid *F. P.* in full recompence, and for the full and whole part, purpart, and that appertaineth, or ought to appertain to the ſaid *F.* to the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid *E.* deceaſed, Mother of the ſaid *F.* lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid Dame *D.* lawfully begotten; and for default of ſuch, to the right Heirs of the ſaid *F. P.* for ever, of, in, and to the Premiſſes. The like Covenant for *M. W.* the like Covenant for *S. W. C.* and *M.* his wife, the like Covenant for *A. L.* the like Covenant for *F. B.* and the like Covenant for *H. S.* And the ſaid *F. P.* doth Covenant and Grant for him, and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue of his right Heirs, to, and with the reſidue of the ſaid Parties to theſe Indentures, and to, and with the Heirs of their ſeveral Bodies; and for default of ſuch Iſſue, to, and with the right heirs of every of them, that he the ſaid *F. P.* and the Heirs of his Body lawfully begotten, and his right Heirs, at all times during the ſpace of two years, next enſuing the date thereof, ſhall do, and ſuffer to be done, at the coſts and charges in the Law, of the reſidue of the ſaid Parties to theſe Indentures, or of their Heirs, all ſuch reaſonable Act and Acts, Thing and Things, as ſhall be deviſed or adviſed, by any of the reſidue of the ſaid Parties to theſe Indentures, or any of their Heirs, or by any of their Learned Council, or by the Learned Council of any of them, for the further aſſurance, and ſure making of the Premiſſes, to be had and aſſured in diviſion, to the reſidue of the ſaid Parties to theſe Indentures, of ſuch an Eſtate, and in like manner and form as before is declared and appointed, to the reſidue of the ſaid Parties to theſe Indentures. The like Covenant for *M. W. S. W. C.* and *M.* his wife, *A. L. F. B.* and *H. S.* In witneſs whereof, to the one part of theſe Indentures remaining, with the ſaid *F. D. P.* the ſaid *M. W. W. C.* and *M.* his wife, *A. L. F. B. H. S.* and *G.* have put their Seals; and to one other part of the ſaid Indentures, remaining with the ſaid *M. W.* the ſaid *F. P. W. C.* and *M.* his wife, *A. L. F. B. H. S.* and *G. S.* have put to their Seals; and to one other part of theſe Indentures, remaining with the

the ſaid *W. C.* and *M.* his wife, the ſaid *F. P. M. W. A. L. F. T. H. S.* and *G. S.* have put their Seals; and to one other part of theſe Indentures, remain with the ſaid *A. L.* the ſaid *F. P. M. W. W. C.* and *M.* his wife, *F. B. H. S.* and *G. S.* have put to their Seals; and to one other part of theſe Indentures, remaining with the ſaid *F. B.* and ſaid *F. P. M. W.* Sir *W. C.* and *M.* his wife, *A. L. H. S.* and *G. S.* have put to their Seals; then to one other part of theſe Indentures, remaining with the ſaid *H. S.* and *G. S.* and ſaid *F. P. M. W. W. C.* and *M.* his wife, *A. L.* and *F. B.* have put to their Seals; Given the Day and Year above written.

Of Partition between three Joynt-Tenants.

THis Indenture made &c. Between *M. C.* of the Town of *Sh.* in the the County of *S.* Gent of the firſt part, *G. C.* of *L.* in the ſaid County, Gent. of the ſecond part, and *T. C.* of *B.* in the ſaid County, Gent. of the third part. Whereas *H. B.* and *A. S.* of *L.* Gent. by their Indenture inrolled and under their Hands and Seals bearing date, &c. for the conſideration therein ſpecified, did grant, bargain, and ſell, and confirm unto the ſaid *M. G. C.* and *T. C.* their Heirs and Aſſigns, all thoſe Tythes of Corn, Grain and Hay to the Rectory of *L.* in the ſaid County of *S.* belonging or appertaining, then late before to the late diſſolved Priory of St. *L* of *W.* in the ſaid County of *S.* belonging, and late parcel of the Poſſeſſions thereof; and all and ſingular Houſes, Edifices, Barns, Stables, Dove-houſes, Gardens, Orchards, Lands, Tenements, Meadows, Feedings, Paſtures, Commons, Woods, Under-woods, Gleab Lands, Tythes of Corn, Grain, and Hay, Wooll, Lambs, Tythes, other Tythes and Tenths whatſoever, as well great as ſmall Oblations, Obventions, Fruits, Profits, Commodities, Advantages, Emoluments and Hereditaments whatſoever, with the Appurtenances, of whatſoever kind or ſort the ſame be, ſcituate, lying, growing, increaſing, and renewing within the Towns, Fields, Places, Pariſh or Hamlets aforeſaid, or in any of them, and the Reverſion and Reverſions thereof, as fully, freely and wholly, and in as large and ample manner as our late Soveraign Lady *Elizabeth* late Queen of *England*, by her Letters Patents under the great Seal of *England*, bearing date at *W.* &c. did Give and Grant the ſaid Premiſſes, (amongſt other things) to the ſaid *H. B.* and *A. S.* their Heirs and Aſſigns for ever, (except and reſerved out of the ſaid Grant all Advowſons, Donations, free Diſpoſitions, and right of Patronage of Churches, Vicarages, and all other Eccleſiaſtical Benefices whatſoever to the Premiſſes belonging or appertaining.) To have and to hold to the ſaid *M. C. G. C.* and *T. C.* their Heirs and Aſſigns, to the uſe and behoof of the ſaid *M. C.* and *T. C.* their Heirs and Aſſigns for ever, as by the ſaid recited Indenture more at large appeareth; by vertue of which Grant or Conveyance the ſaid *M. G.* and *T. C.* are now joyntly ſeiſed in Poſſeſſion in their Demeſne as of Fee of the ſaid Glebe-Lands, Tythes, Tenths, Tenements, and Hereditaments, and

Recital of the Deed.

Excepting in the recited Deed.

and all other the Premiſſes here before mentioned, to be to them granted. Now this Indenture witneſſeth, That the ſaid *M. G.* and *T. C.* do by theſe preſents make a full, perfect, and abſolute partition of the ſaid Glebe-Lands, Tythes, Tenths, and other the Premiſſes aforeſaid, to and amongſt them, the ſaid *M. G.* and *T. C.* in three parts, in manner and form following; That is to ſay, That the ſaid *M. C.* and his Heirs and Aſſigns, ſhall have, hold, occupy, and enjoy to the only uſe and behoof of the ſaid *M. C.* his Heirs and Aſſigns for ever, the moiety or one half of all the ſaid Glebe-Lands, Houſes, Buildings, Tenements, Tythes, Tenths, Profits, Commodities and Hereditaments whatſoever with the Appurtenances, ſituate, lying, being, coming, renewing or increaſing, of, or in the Town or Hamlet of *B.* aforeſaid, to the ſaid Rectory of *L.* now, or at any time heretofore in any wiſe belonging, uſed, occupied or reputed, or taken as any part or parcel thereof, in *B.* aforeſaid, for the full part, purpart, and portion of the ſaid *M. C.* of, in and to all and every the Premiſſes here before mentioned, to be granted to the ſaid *M. C.* and *T. C.* And the ſaid *T. C.* his Heirs and Aſſigns, ſhall have, hold, occupy, and enjoy to him the ſaid *T.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *T.* his Heirs and Aſſigns for ever, the other moiety, or one half of all thoſe Glebe-Lands, Houſes, Buildings, Tenements, Tythes, Tenths, Profits, Commodities, and Hereditaments whatſoever, with the Appurtenances, ſituate, lying, and being, coming, renewing or increaſing, of or in the Town or Hamlet of *B.* aforeſaid, to the ſaid Rectory of *L.* now or at any time heretofore in any wiſe belonging, uſed, or occupied, or reputed, or taken as any part or parcel thereof in *B.* aforeſaid, for the full part, purpart, or portion of the ſaid *T. C.* of, in, and to all and every the Premiſſes here before mentioned to be granted to the ſaid *M. C.* and *T. C.* And that the ſaid *G. C.* his Heirs and Aſſigns, ſhall have, hold, occupy, and enjoy to him the ſaid *G.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *G.* his Heirs and Aſſigns for ever, all thoſe Glebe-Lands, Tythes, Tenths, Houſes, Buildings, Profits, Commodities, Tenements and Hereditaments whatſoever, with the Appurtenances, ſituate, lying, coming, renewing, or increaſing, of, or in the Town or Hamlet of *L.* aforeſaid, to the Rectory of *L.* now, or at any time heretofore in any wiſe belonging, uſed, or occupied, or reputed or taken, as any part or parcel thereof in *L.* aforeſaid, for the full part, purpart, and portion of the ſaid *G. C.* of, in, and to all and every the Premiſſes here before mentioned to be granted to the ſaid *M. C.* and *T.* And the ſaid *Th. C.* and *G. C.* do by theſe preſents, give, grant, aſſign, releaſe, and confirm to the ſaid *M. C.* and his Heirs, the ſaid moiety or one half of the ſaid Premiſſes in *B.* aforeſaid, and all the Eſtate, Right, Title, and Intereſt, which the ſaid *G.* and *E.* have, or either of them hath, or may or ought to have, of, in, or to the ſaid one moiety, or one half of all and every the Premiſſes in *B.* aforeſaid, To have and to hold to the ſaid *M. C.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *M. C.* his Heirs and Aſſigns for ever. And the ſaid *M. C.* and *G. C.* do by theſe preſents, give, grant, aſſign, releaſe, and confirm to the ſaid *T. C.* and his Heirs, the ſaid other moiety, or one half of the Premiſſes in *B.* aforeſaid, and all the Eſtate,

The Partition.

Releaſes from one to the other.

Eſtate, Right, Title, and Intereſt, which the ſaid *M.* and *G.* have, or either of them hath, or may, or ought to have, of, in, or to the ſaid other moiety, or one half, of all and every the Premiſſes in *B* aforeſaid, To have and to hold to the ſaid *T. C.* his Heirs and Aſſigns, to the only uſe of the ſaid *T. C.* his Heirs and Aſſigns for ever. And the ſaid *M. C.* and *T. C.* do by theſe preſents give, grant, aſſign, releaſe, and confirm to the ſaid *G. C.* and his Heirs, all and every the Premiſſes in *L.* aforeſaid, and all the Eſtate, Right, Title, and Intereſt, which the ſaid *M.* and *T.* have, or either of them hath, or may or ought to have, of, in, or to the ſaid Premiſſes in *L.* aforeſaid, To have and to hold to the ſaid *G. C.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *G. C.* his Heirs and Aſſigns for ever. And the ſaid *G. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and the ſaid *T. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, ſeverally and reſpectively, and not joyntly, do covenant, promiſe, and grant, to and with the ſaid *M. C.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *M. C.* his Heirs and Aſſigns, ſhall or may, from henceforth for ever, well and peaceably have, hold, occupy, poſſeſs, and enjoy the ſaid one moiety, or one half, of all and every the ſaid Premiſſes in *B.* aforeſaid here before limited, aſſigned, and granted, for the part, and purpart, and portion of the ſaid *M* free, clear, and diſcharged of and from all other Eſtates, Rights, Titles, Intereſts, Charges, and Incumbrances whatſoever, had, made, cauſed, or willingly ſuffered, or hereafter to be had, made, cauſed, or willingly ſuffered, of or by the ſaid *G. C.* or *T. C.* or either of them, their or either of their Heirs or Aſſigns, and without any Let, Trouble, Suit, Entry, Diſturbance, or Interruption of the ſaid *G.* and *T.* or either of them, their or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons lawfully claiming by, from, or under them, or any of them. And the ſaid *M. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and the ſaid *G. C.* by himſelf for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, ſeverally and reſpectively, and not joyntly, do covenant, promiſe, and grant, to and with the ſaid *T. C.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *T. C.* his Heirs and Aſſigns, ſhall or may, from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the ſaid other moiety, or one half, of all and every the Premiſſes in *B* aforeſaid here before limited, aſſigned, granted, for the part, purpart, and portion of the ſaid *T. C.* free, clear, and diſcharged, of and from all other Eſtates, Rights, Titles, Intereſts, Charges, and Incumbrances whatſoever, had, made, cauſed, or willingly ſuffered, or hereafter to be had, made, cauſed, or willingly ſuffered, of or by the ſaid *M. C.* and *G. C.* or either of them, their or either of their Heirs and Aſſigns, and without any Let, Trouble, Suit, Entry, Diſturbance, or Interruption of the ſaid *M.* and *G. C.* or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons lawfully claiming by, from, or under them, or any of them.

Covenants from each to other, for quiet enjoying their parts.

The like Covenant from M. *and* T. C. *that* G. C. *ſhall hold the Glebe-Lands in Tythes in* L. *aſſigned for his part and purpart.*

Sir Thomas Harris.

An Indenture of Partition Quadri-partite.

THis Indenture made, &c. Between &c. Witneſſeth, That whereas the Mannors, Lands, Tenements, and Hereditaments of Sir *J. D.* K. deceaſed, contained and ſpecified in certain Schedules *Quadri-partite*, indented, unto theſe preſents annexed, are deſcended and come in Poſſeſſion, Reverſion, or otherwiſe, unto *K.* now Wife of the ſaid *H. L.* Son and Heir apparant unto *W. L.* Eſq; and to *A.* now Wife of *F. M.* Eſq; and to *M.* now Wife of *T. G.* Eſq; and to *F.* now Wife of *I. H.* the younger, Gent. Son of *I. H.* the elder, Eſq; And whereas the ſaid *H. L.* and *K.* his Wife, *F. M.* and *A.* his Wife, are now ſeiſed in poſſeſſion and Reverſion in the Right of the ſaid *K.* *A.* *M.* and *F.* of one Eſtate or Eſtates of Inheritance, part in poſſeſſion, and part in reverſion, no ſeverance yet thereof had or made. The ſaid *H. L.* for him, his Heirs, Executors, and Adminiſtrators for the part of him the ſaid *H. L.* and *K.* his Wife, and their Heirs; the ſaid *J. H.* the younger, and *F.* his Wife, and their Heirs; the ſaid *F. M.* for him, his Heirs, Executors, and Adminiſtrators, for the part of himſelf, and the ſaid *A.* his Wife, and their Heirs; and the ſaid *J. G.* for him, his Heirs, Executors, and Adminiſtrators, for the part of him and *M.* his Wife, and their Heirs. That is to wit, every of the ſaid parties ſeverally for themſelves, their Heirs, Executors, and Adminiſtrators only, and not joyntly, do covenant, agree, conclude, and grant ſeverally, to and with every of the other parties, their Heirs, Executors, Adminiſtrators, and Aſſigns by theſe preſents, in manner and form following, That is to ſay, That the ſaid Mannors, Lands, Tenements, and Hereditaments, as well in Poſſeſſion as Reverſion, by four ſuch ſeveral portions as they be now ſet out in the four ſeveral Schedules *Quadri-partite*, ſhall within two dayes next enſuing the ſealing and delivery thereof, be put by them in four ſeveral Scrowls in writing, That is to ſay, In every Scrowl one of the four portions and parts ſhall be incloſed in four ſeveral Balls of Wax, ſo that no part of the ſaid Scrowls may be ſeen: And that the ſame four Balls of Wax ſhall be after put in a Cap or Hat, and there ſhuffled together, and that then within the ſaid two dayes, they ſhall agree upon ſome indifferent man or child, and cauſe him to put his hand into the ſaid Cap or Hat at adventure, the ſaid Cap or hat being cloſed, and to take out firſt one Ball of Wax alone, and deliver it to the ſaid *H. L.* or to the ſaid *W. L.* his Father, or to ſome other for the ſaid *H. L.* and *K.* his Wife, and after to take out another Ball of Wax alone, and deliver it to the ſaid *F. M.* for the ſaid *F.* and *A.* his Wife; and after to take out another of the ſaid Balls of Wax alone, and deliver it to the ſaid *T. G.* for the ſaid *T.* and *M.* his Wife; and after to take out the fourth Ball of Wax, and deliver it to the ſaid *J. H.* the younger, and *F.* his Wife, and immediately after ſuch delivery of every of them that ſo ſhall receive ſuch Balls of Wax, or his Attorney or Deputy, ſhall forthwith

forthwith open the ſame Balls of Wax, and cauſe or ſuffer the Scrowl therein contained to be read and openly declared amongſt them; and that the ſame ſhall ſtand and remain as a full and perfect partition and ſeverance among and betwixt the ſaid Coparceners of all the ſaid Mannors, Lands, Tenements, and Hereditaments, and that after ſuch partition and allotment, made, the ſaid *H.* and *K.* his Wife and their Heirs, the ſaid *F.* and *A.* his Wife, the ſaid *H.* the younger, and *F.* his Wife, and their Heirs, and the ſaid *T. G.* and *M.* his Wife, and their Heirs, ſhall ſtand and agree to the ſaid partition and allotment, and to all things contained and ſpecified in the Schedules *Quadri-partite*, indented, according to the true intent and meaning written in the ſame Schedules, and in theſe Indentures, and ſhall permit and ſuffer the ſame to ſtand, remain, and abide in its full ſtrength and force for ever. And further, the ſaid *H. L.* for him, his Heirs and Executors, for the part of him the ſaid *H.* and *K.* his Wife and their Heirs; the ſaid *J. H.* the elder, his Heirs and Executors, for the part of the ſaid *J. H.* the younger, and *F.* his Wife, and their Heirs; and the ſaid *F. M.* his Heirs and Executors for him, and the ſaid *A.* his Wife; and the ſaid *T. G.* his Heirs and Executors for him, and the ſaid *M.* his Wife; That is to ſay, that every of the ſaid parties ſeverally, by and for themſelves, and their Heirs and Executors only, doth covenant and grant to, and with every of the other ſaid parties ſeverally, their Heirs and Executors only, that if every of the ſaid parties, his Wife and Heirs, for whom he or any of them covenants and granteth to and with the other, by theſe Preſents, ſhall for and by the ſpace of ſeven years next &c. as far as the Law will permit and ſuffer, at the reaſonable requeſt and Coſts and Charges in the Law, and otherwiſe, of ſuch of the ſaid parties as ſhall deſire the ſame, do, knowledge or ſuffer to be done, all and every ſuch reaſonable and further act and acts, thing and things, be it by Fine, Recovery, Deed of Deeds, or otherwiſe, as ſhall by ſuch party or parties, or their Councel learned, be reaſonably deviſed or adviſed, for the better and more perfect aſſurance of the ſaid ſeveral portions, allotments, and things in the ſaid Schedules *Quadri-partite* indented and contained, according to the true intent and meaning of all the ſaid parties: And that every of the ſaid parties, their Heirs and Aſſigns, ſhall or may, for ever hereafter, have, hold, occupy, and enjoy their ſaid ſeveral portions and allotments acquitted and diſcharged, or otherwiſe ſufficiently ſaved harmleſs, &c. And that the ſaid Coparceners and their Husbands, their Heirs and Aſſigns, ſhall permit and ſuffer every of the other Coparceners their Hu bands, and their Heirs and Aſſigns, to have and keep all ſuch Evidences, Deeds and Writings, as concern ſuch Mannors, Lands, and Tenements, as are to them ſeverally allotted as aforeſaid alone, and true Copies of all other Deeds, Evidences, and Writings, as do concern the ſame Mannors, Lands and Tenements, the ſame to be copied and written out at the Coſts and Charges of ſuch as ſhall deſire the ſame. And whereas *R. N.* Gent. hath an annuity or yearly Rent of 20 *l.* going out of the Premiſſes for the term of his natural life, it is covenanted and agreed by all the ſaid Coparceners, that each of them ſhall pay to the ſaid *R. N.* yearly the Sum of 5 *l.* at ſuch time and place as it hath heretofore been uſed and accuſtomed to be paid. And it is further agreed

Mutual Covenants for further aſſurance.

A Covenant that all the Coparceners ſhall pay an annuity of 20 l. out of their parts divided.

greed by, and between the ſaid parties, That if it ſhall hereafter happen, that any of the Mannors, Lands or Tenements of any of the ſaid four portions allotted as aforeſaid, unto any of the ſaid Coparceners, ſhall by due order and courſe of Law or Equity, without fraud or covin be recovered, and lawfully evicted, ſo that it cannot be held and enjoyed according to the ſaid partition, and the true intent of all the ſaid Coparceners and their Husbands, that then, and in ſuch caſe, the reſt of the ſaid Coparceners and their Heirs and Aſſigns, ſhall and will recompence and ſatisfie at their equal Coſts and Charges unto the party ſo evicted, ſo much as the value of the Land ſo evicted ſhall amount unto. And that all the Woods and Underwoods now ſtanding, being, and growing upon the Premiſſes, or any part thereof, ſhall be ſeverally and equally divided amongſt the ſaid Coparceners and their Husbands before the Feaſt of *P.* next coming after the Date hereof. And that it ſhall be lawful to and for the ſaid Coparceners, their Heirs and Aſſigns, to have free ingreſs, egreſs and regreſs in and to all the Lands before mentioned to be divided and ſevered, and every or any part or parcel thereof, where any of the Woods do grow, (and thorow which they muſt be carried therefrom) and to fell, cut down, and carry away ſo much thereof as ſhall be ſeverally allotted unto any of them. In witneſs, &c.

That the Wood ſhall be ſevered and divided.

Another Partition between Co-heirs of Houſes.

THis Indenture made &c. Between &c. Witneſſeth, That it is covenanted, granted and agreed, by and between the ſaid parties, for a partition between them to be had and made of five Meſſuages, &c. of the Inheritance of the ſaid *A B.* as Daughters and Heirs of the ſaid *A. B.* And firſt it is covenanted and granted, by and between the ſaid parties: And the ſaid *J. M.* and *S.* his Wife, for them and the Heirs of the ſaid *C.* do covenant and grant to and with the ſaid *T. S.* and *E.* his Wife, and the Heirs and Aſſigns of the ſaid *E.* That the ſaid *T. S.* and *E.* in the right of the ſaid *E.* and the Heirs and Aſſigns of the ſame *E.* ſhall have, hold, and enjoy to the ſaid *T. S.* and *E.* in the right of the ſaid E. in ſeveralty for ever; one Meſſuage or Tenement, ſcituate, &c. and that other Meſſuage or Tenement, ſcituate, &c. in as large and ample manner and form as the ſaid &c. now, have, hold, occupy, and enjoy the ſame in full recompence and allowance, of and for all the part and purpart that to the ſaid *E.* appertaineth, or of right ought to appertain and belong, of all the ſaid five Meſſuages, &c. by and after the deceaſe of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* And the ſaid *T. S.* and *E.* for them, and the Heirs and Aſſigns of the ſaid *E.* do by theſe preſents covenant and grant, to and with the ſaid *J. M.* and *C.* and the Heirs and Aſſigns of the ſaid *C.* That the ſaid *T. S.* and E. in the right of the ſaid *E.* and the Heirs and Aſſigns of the ſaid E. ſhall and will accept and take the ſaid three Meſſuages, &c. in full recompence and allowance, of and for the part, purpart, and portion of all

The Partition.

all the ſaid five Meſſuages, &c. to the ſaid *E.* from and after the deceaſe of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* belonging or appertaining. And the ſaid *J. M.* and *C.* in the right of the ſaid *C.* and the Heirs and Aſſigns of the ſaid *C* ſhall have, hold, occupy, and enjoy to the ſaid *J. M.* and *C.* in the right of the ſaid *C.* and the Heirs and Aſſigns of the ſaid *C.* in ſeveralty for ever, the ſaid two Meſſuages, &c. in as large and ample manner and form as the ſaid *J. M.* and *C.* now have, hold, occupy, and enjoy the ſame, in full recompence and allowance of and for the ſaid part, purpart, or portion that to the ſaid *C.* appertaineth, or of right ought to appertain or belong, of all the ſaid five Meſſuages, by and after the deceaſe of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* And the ſaid *J. M.* and *C.* for them and the Heirs and Aſſigns of the ſaid *C* do by theſe Preſents covenant and grant, to and with the ſaid *T. S.* and *E.* and the Heirs of the ſaid *E*, That he the ſaid *J. M.* and *C.* in right of the ſaid *C.* and the Heirs and Aſſigns of the ſaid *C.* ſhall and will accept and take the ſaid two Meſſuages, in the tenures of &c. in full recompence and allowance of and for her part, purpart, and portion of all the ſaid five Meſſuages, &c. to the ſaid *J. M.* and *C.* by and after the death of the ſaid *A. B.* as one of the Daughters and Heirs of the ſaid *A. B.* belonging or appertaining, and for and in conſideration that the ſaid Meſſuages to the ſaid *J. M.* and *C.* in form aforeſaid allotted, be of better value then the ſaid Meſſuages, to the ſaid *T. S.* and *E.* in form aforeſaid allotted: The ſaid *J. M.* and *C.* for them, their Heirs, Executors, and Adminiſtrators, do covenant and grant, to and with the ſaid *T. S.* and *E.* their Executors and Adminiſtrators, That they the ſaid *J. M.* and *C.* their Heirs, Executors, or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid, to the ſaid *T. S.* and *E.* their Executors or Adminiſtrators, the Sum &c. And it is alſo covenanted, granted, and agreed, between the ſaid parties, and either of the ſaid parties do covenant, grant, and agree, for them, and their Heirs and Aſſigns, by theſe preſents, to and with the other of them, their Heirs and Aſſigns, That it ſhall and may be lawful to either of the ſaid parties, their Heirs and Aſſigns, from time to time, and at all times needful, to enter into any parcel of the part or purpart of the other, for the repairing, amending, and doing of any thing neceſſary for the maintenance and preſervation of the Tenements aforeſaid, to them ſeverally allotted and appointed by theſe Preſents, and that neither of the ſaid parties, their Heirs or Aſſigns, at any time hereafter, ſhall make any new Building, or do any other thing, in any part or parcel of the part and purpart of either of them, that ſhall or may ſtop, impair, or hinder the Light, Gutters, or Kennels of the part or purpart of the other of them. In witneſs, &c.

A Covenant to accept two Meſſuages for one part.

A Covenant to pay a Sum of Money to one whoſe part was leſs then the other.

A Covenant, That every of the Parties may enter into any of the others part, for the repairing of the Houſes.

A Diviſion of Land between the Owners thereof in Fee-ſimple, with good Covenants.

THis Indenture, &c. Between *A. W.* Son of *W. W.* late of *L.* Car. deceaſed, on the one part, and *C. W.* Cit. and M. of *L.* on the other part: Witneſſeth, That whereas by reaſon of Parliament holden in the firſt year of the late Raign of our late Soveraign Lord *Ed.* 6 late King of *England*, Intituled, *An Act for diſſolving and determining of divers Chantries, Colleges, Guilds, and Fraternities*; amongſt other there did come to the poſſeſſion of the ſaid late King, all thoſe two Meſſuages and Tenements, Shops, Cellars, Sollers, Yards, Chambers, &c. then in the tenure, &c. ſcituate in the Pariſh of St. *Peter*, &c. in the City of *L.* aforeſaid. And where the ſaid late King *Ed.* 6 by his Letters Patents, made under his Great Seal of *England*, and bearing date, &c. amongſt other things did give and grant the ſaid two Meſſuages and other the Premiſſes, with their Appurtenances, to *E. E.* then of the City of *L.* Eſq; and to *T. B.* of &c. and to their Heirs for ever, to be holden of the ſaid late King, his Heirs and Succeſſors by Fealty in free Burgage of the ſaid City of *L.* and not in chief, for all Services and Demands whatſoever, as by the ſaid Letters Patents and Record thereof more plainly &c. And where the ſaid *C. W.* and *A. W.* by good and lawful Conveyance are and ſtand ſeiſed of the ſaid two Meſſuages, and other the Premiſſes, with their Appurtenances, to them and their Heirs for ever: That is to ſay, the ſaid *C.* is and ſtandeth ſeiſed of one moiety thereof, and the ſaid *A.* of the other moiety thereof by good and perfect Eſtates in Fee-ſimple; They the ſaid *C.* and *A.* of one aſſent and conſent for them and their Heirs, have made full and clear diviſion of all the ſaid Meſſuage or Tenement, and other the Premiſſes, with their Appurtenances, in form as followeth; That is to ſay, the ſaid *C. W.* his Heirs and Aſſigns, ſhall and may from henceforth have, hold, and enjoy to the ſaid *C.* his Heirs and Aſſigns for ever, to the only uſe and behoof of the ſame *C.* his Heirs and Aſſigns for ever, all that &c. abutting &c. containing &c. And that the ſaid *A. W.* his Heirs and Aſſigns, ſhall and may &c. all that &c. And for as much as the ſaid part of the Premiſſes, in the Diviſion aforeſaid, allotted to the ſaid *C. W.* is the better part thereof; the ſame *C.* in conſideration thereof, before the enſealing of theſe Preſents, hath given, contented, and paid to the ſaid *A. W.* the Sum of &c. whereof the ſaid *A.* knowledgeth himſelf fully and truly paid and ſatisfied, and thereof acquitteth, &c. And the ſaid *A. W.* for him and his Heirs, doth by theſe preſents ratifie and confirm to the ſaid *C.* his Heirs and Aſſigns for ever, all that part of the ſaid two Meſſuages, and other the Premiſſes, allotted to the ſaid *C.* in and by the Diviſion. And alſo, the ſaid *A. W.* covenanteth, &c. in form &c. That he the ſaid *A.* and his Heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful former Eſtate, Right, Title, or Intereſt,

Recitation.

Each ſeiſed of a Moiety.

Allotments in ſeveralty.

The one in conſideration his part is better, alloweth money to the other in Conſideration.

tereſt, to the Premiſſes, or any part thereof allotted to the part of the ſaid *C.* as aforeſaid, from time to time, and at all times, during three years next &c. at and upon the reaſonable requeſt of the ſaid *C.* his Heirs or Aſſigns, to be made to the ſaid *A.* or his Heirs, and at the coſts and charges in the Law of the ſaid *C.* his Heirs or Aſſigns, ſhall and will do, make, knowledge, and ſuffer, and cauſe, &c. with warranty only againſt the ſaid *A.* and his Heirs, all and every ſuch act and acts, thing and things in the Law, as by the ſaid *C.* his Heirs or Aſſigns, or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, ſurety, and ſure making of all the ſaid part of the Premiſſes allotted to the ſaid *C.* as aforeſaid, to him the ſaid *C.* his Heirs and Aſſigns, for their own uſe clearly and abſolutely, without any condition for ever to be made ſure. And that he the ſaid *A. VV.* at the time of the making of the ſaid Diviſion was, and until the time of the full perfection thereof, and of good aſſurance made to the ſaid *C.* and his Heirs, of that part of the Premiſſes to them allotted as aforeſaid, ſhall be and ſtand lawfully ſeiſed in his Demeſne as of Fee, of one moiety of the ſaid two Meſſuages, and other the Premiſſes, without any Condition or Defeazance. And that he the ſaid *A.* at the time of the ſaid diviſion making, had and hath good and lawful right, authority, and power to make and finiſh the ſame diviſion, to and with the ſaid *C.* according to the true meaning of theſe preſents. And further, That all the ſaid part of the Premiſſes allotted to the ſaid *C.* and his Heirs as aboveſaid, is, and for ever ſhall be and ſtand clear and clearly acquitted and diſcharged, or otherwiſe at all times ſaved harmleſs by the ſaid *A.* his Heirs, Executors and Adminiſtrators, of and from all and ſingular former Grants, Bargains, Sales, &c. had, made, done, or agreed unto by the ſaid *A. VV.* or by his means, knowledge, conſent, or procurement. And moreover, That he the ſaid *C. VV.* his Heirs and Aſſigns, for their own uſe for ever, ſhall and may from henceforth peaceably and quietly have &c. all the ſaid part of all and ſingular the Premiſſes, to the ſaid *C.* allotted as aboveſaid, without any let, interruption, ſuit, trouble, or eviction of the ſaid *A.* his Heirs or Aſſigns, or any other perſon or perſons, by his or their means, title, conſent, or procurement. And the ſaid *C. VV.* covenanteth as *A. VV.* before hath covenanted, &c. In witneſs, &c.

Further aſſurance.

Seiſin in Fee.

Authority to divide.

Diſcharge of Incumbrances.

For enjoyance.

Partnerſhip.

A Partnerſhip between two of ſeveral Trades, where each ſeveral parties induſtry uſed in his ſeveral Trade, the gain is to redound to both parties benefits.

THis Indenture, &c. Witneſſeth, That it is covenanted, granted, and agreed between the ſaid Parties to theſe preſents, That they two according to the intent and tenor of theſe preſents, and not otherwiſe, ſhall be and continue Joynt Occupiers and Copartners in both theſe ſeveral Trades of Occupyings, which they the ſaid *A.* and *B.* do now ſeverally uſe and occupy, as well within the Realm, as alſo by any courſe of Merchandiſes elſewhere out of the Realm, from the firſt day of *N.* next coming, for and during the term of 11 years, from thence &c. and fully to be compleat. If the ſaid *A.* and *B.* ſhall ſo long live, and the ſame their Copartnerſhip, ſhall not in the mean time diſcontinue, break off, or give over, unleſs it ſhall be by the aſſent of both the ſaid parties, or for ſome juſt cauſe to be given by either of the ſaid parties, contrary to the true meaning of theſe preſents. And for the enterpriſing, maintenance and continuance of the ſaid joynt Occupying and Copartnerſhip between the ſaid parties enterchangably in their ſeveral Trades aforeſaid. The ſame parties have agreed to lay down and make their Stocks together, to the full Sum of 1600 *l.* of &c. whereof the ſaid *A.* ſhall imploy in his Trade 800 *l.* of the ſame money. And the ſaid *B.* ſhall imploy in his Trade the other 800 *l.* reſidue of their Stock of 1600 *l* for and during the ſaid joynt Occupying and Copartnerſhip, unleſs it ſhall be otherwiſe agreed between the ſaid parties. And to the making of the ſaid Stocks, either of the ſaid ſhall put in thereunto 400 *l.* apiece, at, or before the firſt day of *N.* next coming, and the other 400 *l.* a piece, at, or before the 21. of *M.* next coming. And the ſaid *A. B.* for him, &c. covenanteth, &c. with the ſaid *C* &c. in form &c. That he the ſaid *A. B.* ſhall truly and faithfully, to the beſt of his wit, knowledge and power, imploy himſelf in and about the neceſſary uſe and maintenance of that Trade which he now uſeth. And therein in form aforeſaid, ſhall imploy the Stock aforeſaid thereunto limited, for the common and equal gain and advantage of the ſaid Copartners, without any fraud or covin. And alſo, that he the ſaid *A.* ſhall from time to time make and keep, or cauſe to be, &c. truly and faithfully a good and perfect account and reckoning in Writing fair and legible, written in convenient Book or Books for that uſe to be provided, of all the ſaid Trade and Doings of

the ſaid *A. B.* in the Copartnerſhip aforeſaid. And that the ſaid *C. D.* and his Aſſigns, from time to time, upon requeſt, ſhall and may peruſe, ſee, and caſt over the ſaid Books, and the Accounts and Reckonings which ſhall be contained therein. And alſo, that he the ſaid *A. B.* or his ſufficient Deputy, from ſix Months to ſix Months, once in every ſix Months, ſo long as the ſaid Copartnerſhip ſhall endure (if he be thereunto required), ſhall make, and give up to the ſaid *C.* or to his Aſſigns, a true, perfect, and whole account in Writing, of all and every ſuch Sum or Sums of money, and of all Wares and Merchandizes as the ſaid *A.* or his Aſſigns, within the compaſs of the ſaid Account ſhall have, had, or receive in his ſaid Trade of the ſaid joynt Occupying and Copartnerſhip; and alſo of all Sums of Money, Wares and Merchandizes whatſoever, within that time, the ſaid *A.* or his Aſſigns, ſhall have paid or delivered, for, and touching his Trade and Copartnerſhip in any thing. And the ſaid *C. D.* for him, &c. covenanteth &c. in form as *A.* before with him hath covenanted *verbatim, &c.* And the ſaid Copartners, for themſelves, their Executors, Adminiſtrators, Factors and Aſſigns, and every of them, hath covenanted and agreed, and by theſe preſents do Covenant and Agree together, That they, the ſaid *A.* and *B.* ſeverally, and their ſeveral Executors and Adminiſtrators ſhall have ſeveral Right and Intereſt in the ſaid Stocks of 1600 *l.* and every other Sum of money which the ſaid Copartners ſhall put into the ſaid Stocks, or either of them, and in all things which ſhall come and grow thereof, according to the ſeveral Sums of money which they ſhall put into the ſame Stocks, or any of them, and in none other manner in any wiſe; That is to ſay, every of the ſame *A.* and *B.* ſeverally, and their ſeveral Executors and Adminiſtrators ſhall have ſeveral Right and Intereſt, either party to one ſeveral Moiety, and half part of all the ſaid Stocks, and in, and to all things which ſhall come or grow thereof. And after the ſame rate and order ſhall have their ſeveral parts and portions of all the gains and increaſe of the ſame Stocks, and of all things which ſhall ariſe or grow thereof, and of every other Stock to be put into the ſaid Copartnerſhip, by the ſame Copartners. And after the ſame rate, and in the ſame manner, ſhall bear their reaſonable parts and portions of all Charges, Loſſes, and Adventures whatſoever to grow in the ſaid Trade or joynt Occupying. Provided always, That it ſhall not be lawful to either of the ſaid Coparceners, their ſeveral Factors or Aſſigns, in their ſeveral Trades aforeſaid at any time, during the ſaid Copartnerſhip in any manner of wiſe, to charge the Stock or Stocks of this Copartnerſhip, or his Copartner, with any Sum or Sums of money, or other Charges over and above the ſaid partable Stocks, unleſs it be by a full conſent thereunto, hereafter to be given by the ſaid Partners, which conſent ſhall be contained, and written in ſome Book of their account, whereunto for that purpoſe, and under that place in the ſame Book, where the ſame conſent, ſhall be written down, they both ſhall ſubſcribe their Names, with their own Hands. Provided alſo, and it is further covenanted, bargained and agreed, by and between the ſaid Copartners, &c. in manner and form following; viz. That if it ſhall happen, either of the ſaid Copartners to deceaſe within the time of their ſaid

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Copartnership, or before the Accounts thereof shall be finished and cleared between them, that then, in such case the Survivor of them shall procure, and cause with all his power and diligence to make and yield, or cause, &c. to the Executors, Administrators, or Assigns of his Copartner, so deceased as aforesaid, a plain, true, and perfect account of the said stock and gains thereof then remaining with or towards the said Copareener which shall fortune to survive, of the said partable Trade by him used. And thereof shall allot and allow to the said Executors, Administrators, or Assigns, of his deceased Coparcener the whole part and portion of all the said stock and gains, with or towards the same Survivor in his said Trade remaining, which to the same Coparcener deceased, in right and equity, after the true meaning of these presents, then at his decease shall be belonging. And that thereupon the same Survivor shall do his best endeavour to call in and gather all Debts abroad, and which were owing to the said Coparceners, in and by the said partable Trade used by the same Survivor at the time of the decease of his said Coparcener, and as the same, or any part thereof, shall or may be had and received, without Suit, shall make payment of one moiety thereof, to the Executors, Administrators, or Assigns of the said Coparcener deceased, taking allowance out of the same only of one moiety of such Debts as the said Coparceners did owe in the said partable Trade used by the said Survivor, and were unpaid at the time of the decease of the Coparcener so first deceasing. And that the said Survivor, if it be required of him, for the residue of all Debts whatsoever, owing to the said Coparceners, of or by the said partable Trade used by the same Survivor, whereof the said Executors, Administrators, or Assigns of the said Coparcener deceased, shall not before have, had, and received his moiety, shall make and deliver to the same Executors, Administrators, or Assigns of the said deceased Coparcener, at the proper Costs and Charges, such Conveyance and Assurance of one moiety thereof, as by the same Executors, Administrators, or Assigns, or by any of the Learned Councel of them, or of any of them, shall be reasonably devised, be it by Letter of Attorney, Grant, Agreement, Contract, or Covenant, or otherwise by any reasonable mean not repugnant to the Laws of this Realm. And moreover, That then likewise the Executors, Administrators, or Assigns of the said Coparcener so deceased as aforesaid, for all the Stock limited to the Trade, and occupying of the said Coparcener so deceasing, and for all the Gains thereof, shall make a plain, true, and perfect account of and for the same, to and with the said Coparcener surviving, or his Assigns, and thereof shall allot and allow to the said Survivor and his Assigns, the whole part and portion, which after the true meaning of these presents, shall be coming towards the same Survivor, of all the Stock and gain thereof aforesaid, put into the hands of his Coparcener deceased: And that thereupon also the Executors, Administrators, and Assigns of the said Coparceners deceased, shall do their best endeavour to call in and gather all Debts abroad, which were owing to the said Coparceners, at the time of the decease of the same Coparcener so first deceasing, and which may be gotten without Suit; and as the same or any part thereof shall be had or gotten without Suit, shall make

payment

payment of one moiety thereof to the said Coparcener surviving, or to his Assigns. And that for the reason of such Debts as shall be coming to the said partable Trade and Stock, occupied and used by the said Coparcener so first deceasing, that the Executors and Administrators of the same Coparcener so first deceased, shall have one moiety thereof; And the Coparcener and his Assigns surviving, the other moiety thereof. Provided always, That all such Debts as the same Coparceners did owe out of the said Stock and Trade, occupied and used by the said Coparcener first deceasing, shall be deducted and born of the same Stock and Debts owing and coming thereunto. And that the said Survivor for recovery of the one moiety of the same Debts, shall make such Conveyance and Assurance to the Executors, Administrators, or Assigns of the said Coparcener first deceasing, at their charges and expences, as the same Executors, &c. or their learned Councel, &c. shall devise, not repugnant to the Laws of this Realm, and according to the true meaning of these presents; To all and singular which said Covenants, Articles, Conditions, and Agreements, for the several parts of the said *A.* and *B.* their Executors, Administrators, Factors, and Assigns, well and truly to be performed, holden, and kept, according to the very intent and true meaning of these present Indentures, either of the same parties doth bind himself, his Heirs, Executors, and Administrators, unto the other of them, in the Sum of 3000*l.* of &c. to be had and levied, to the use of his other Coparcener, his Executors and Assigns, of all the Lands, Tenements, Goods, and Chattels of such of the same Coparceners, as shall make default to perform, hold, and keep the Covenants, Articles, Conditions, and Agreements aforesaid, or any of them, for his part to be holden, performed, or kept. In witness, &c.

A Partnership where one alone is bound to follow the Trade.

THis Indenture, &c. Between *W. B.* Cit. and M. &c. on the one part, and *E. G.* Cit. and Cl. &c. on the other part, Witnesseth, That the said *W. B.* and *E. G.* of the mutual credit and faithful confidence that each of them hath reposed in the other, have covenanted, granted, condescended, and agreed together, and by these Presents do covenant, &c. at their equal charges, to make one Stock of &c. of lawful &c. at their equal adventure; and for their common and equal gain and loss, to be bestowed, imployed, used, and occupied, by the diligence, discretion, and labour of the said *E. G.* from time to time, in the Trade and Traffick which the said *E. G.* now useth and exerciseth in that Shop which he now occupyeth, situate in *B.* of *L* from the day of the date of these presents, by and during all the term of five whole years, from thence next following. And the said *E. G.* doth covenant, aknowledge, and confess, that he, at and before the ensealing and delivery of these presents, hath had and received of the

the ſaid *W. B.* the Sum of &c. for the full part of the ſaid *W.* to the making of the Stock aforeſaid, and thereof is fully and plainly ſatisfied and poſſeſſed. And alſo, the ſaid *E. G.* doth covenant and promiſe, to and with the ſaid *W. B.* by theſe preſents, that he the ſaid *E.* ſhall not only immediately and preſently put in other 100 *l.* of &c. to make up the ſaid Stock to the full Sum of &c. but alſo according to his health and ability, from time to time, during the ſaid Partnerſhip, ſhall imploy his labour, knowledge, and diligence, to beſtow the ſaid Stock in his ſaid Trade, and therein uſe and occupy the ſame, for the common and equal profit of himſelf, and the ſaid *W. B.* without fraud or covin, in manner and form as aforeſaid. Provided always, and it is agreed between the ſaid parties for themſelves, their Executors, and Adminiſtrators, by theſe preſents; That if it do fortune either of them to deceaſe, during the ſaid term of their Partnerſhip (their ſaid Stock and encreaſe thereof, or any part or parcel thereof, or any Debts to be to them owing, or by them owing by means whereof, not being ſevered nor divided) that yet notwithſtanding the Survivor of them ſhall have only intereſt and right to the Moiety, and one half of the ſaid Stock, Encreaſe, and Debts, owing to the ſaid Partners, and no more: And upon account, to be charged only with the Moiety of the ſaid Debts by the ſaid Partners (in reſpect of the ſaid Partnerſhip only) to be owing out of their Stock aforeſaid. Any thing to the contrary, &c. And the ſaid *E. G.* covenanteth &c. That the ſaid *E.* from time to time, upon every reaſonable Requeſt, and upon one months forewarning, ſhall make and give up to the ſaid *W.* or to his Deputy or Attorney, a plain and true account in writing, of all the ſaid Stock, and of all the encreaſe and gains thereof, together with all loſſes grown of the ſame, and ſhall then immediately make a true and equal diviſion and payment to the ſaid *W. B.* if it be required, of all his part of the gains and encreaſe aforeſaid, according to the true meaning of theſe preſents. And that if it do happen the ſaid *E. G.* at any time during the ſaid term of five years, to depart this preſent life, or at any time after, before the clear ending and finiſhing of the Account of the Premiſſes, and full payment had, and partition made of all things put in the ſaid Partnerſhip, or ariſing thereof, that then the Executors or Adminiſtrators of the ſaid *E. G.* ſhall make a full and perfect Account, and ready payment and delivery to the ſaid *W.* his Executors or Adminiſtrators, or to his or their lawful Deputy or Attorney, as well of all that part of the ſaid Stock to the ſaid *W.* or to his Executors or Adminiſtrators (according to the true meaning of theſe Preſents,) a part, as alſo of the Moiety, and one half of all increaſe, lucre, gains, and advantages, grown of, or from the ſaid Stock, and that to be done within the ſpace of two moneths, next after the deceaſe of the ſaid *E. G.* without any further delay. In witneſs, &c.

A Partnerſhip between Merchants-Adventurers.

THis Indenture *Tripartite*, &c. Between *R. P.* of *L.* Mer. on the firſt part, and *W. C.* of *L.* Clothw. on the ſecond part, and *H. M.* of *L.* aforeſaid, Cloth worker, on the third part, Witneſſeth, That for and touching a Copartnerſhip, and joynt Occupying, in the Merchants-Adventurers, to be had and continued between the ſaid parties, from the Feaſt of *E.* now next coming, for, by, and during the term of three years, from thence &c. and fully &c. the ſaid parties have covenanted and agreed together, and every of them ſeverally for himſelf, his Heirs, Executors, and Adminiſtrators, doth grant, covenant, and agree, to and with the other of the ſaid parties, and either of them, and the ſeveral Heirs, Executors, and Adminiſtrators, of either of them, by theſe preſent Indentures, in manner and form, as hereafter particularly on their behalfs, or on the behalf of any of them in theſe Preſents, is expreſſed and contained; That is to ſay, Firſt, That for the making of a Stock for the ſaid Copartnerſhip, and joynt Occupying, the ſaid *R. P.* for his part, ſhall put into the ſaid Stock 400 *l.* of &c. and the ſaid *W. C.* for his part, ſhall put into the ſaid Stock 300 *l.* of &c. and the ſaid *H. M.* for his part, ſhall put into the ſame Stock 250 *l.* of &c. which ſeveral Sums of Money are now at and before the enſealing of theſe preſents, well and truly put into the Stock aforeſaid, by the parties aforeſaid, in form as aforeſaid. Item, That every of the ſaid parties, and their ſeveral Executors and Adminiſtrators, ſhall from henceforth have ſeveral Right and Intereſt in the Stock aforeſaid, and the encreaſe thereof, to the values of their ſeveral Stocks put into this Copartnerſhip, as aforeſaid, And for the reſidue of all increaſe and gains to come, or grow of, or by the ſaid Stock, or joynt Occupying the ſame parties ſeverally, and their ſeveral Executors and Adminiſtrators, for every part ſhall have Right and Intereſt to one equal third part thereof, and not otherwiſe, or in any other manner. Item, That all Loſſes, Adventures, Coſts, Charges, and Damages, to happen or ariſe, in or by the joynt Occupying aforeſaid, ſhall be from time to time allowed, reckoned, ſuſtained, and born, of the whole Stock and Encreaſe, of and by the Copartnerſhip and joynt Occupying aforeſaid, all Charges of Dyers only excepted. Item, That every of the ſaid parties, in his place where he ſhall be abiding and aſſigned for the buſineſs of the joynt Occupying aforeſaid, ſhall there diligently and faithfully employ himſelf, to the profit and commodity of the ſaid Copartners; and likewiſe every of them ſhall keep from time to time, a plain and true Account and Reckoning in Writing, apart by it ſelf from other Reckonings, of all his doings and dealings in the Premiſſes, which according to the uſe of Merchants, ſhall be meet to be entred into Account. Item, That every of the ſaid parties ſhall make true and perfect Account

with

with his Copartners, of his doings and dealings in the said Copartnership, and the business thereof, as it shall be reasonably required from time to time by any of his other Copartners, or by the Executors or Administrators of any of them. Item, That none of the said Copartners, during the time before appointed, for the continuance of the said Copartnership, shall take any thing out from the said stock or increase thereof to his own particular use, except it be for his own Dyet or House-keeping, without the special agreement of the said two other Copartners first thereunto had in Writing, to be signed with their Hand. Item, That during the time aforesaid, none of the said Copartners, without such special agreement as aforesaid, shall accept any Bill or Bills of Exchange, to the intent, to return the same upon the Exchange for any other person or persons, other then only to the Account of the said Copartnership; and that during the said time, none of the said Copartners shall enter-meddle or joyn himself in Traffique, to or with any other Fellowship or Copartnership; and that none of the parties to these presents, during the said time, shall make, sign, or deliver any Bond or Bonds, Bill or Bills of Debt, as Surety for any other person or persons, whereby his other Copartners, or other Joynt-stock, shall or may be further charged then his part, that shall make, sign, or deliver such Bond or Bonds, Bill or Bills, doth and shall truly amount unto, except it be by such agreement as aforesaid. Item, That the said Copartners, during the said Copartnership, shall for all other business of the said joynt Occupation, term and call themselves by the name of *W. C.* &c. Company, Writings which they shall make in this Copartnership, or otherwise such of the said Copartners, as shall so sign any such Bills or Writings shall make the same, in the name of himself and Company. Item, In consideration that he the said *H. M.* shall be resident beyond the Seas for the business of this Copartnership; he, in respect of the dearness of Victuals there, shall have yearly towards his Table, in allowance out of the Account aforesaid 10*l.* of lawful money of *Flanders*; and also in consideration, that the said *W. C.* shall keep a man, and use his Ware-house in *L.* for use of his Copartnership, the said *W.* to have therefore yearly to him allowed out of the Account aforesaid other 10*l.* of &c. And that all Charges, other then aforesaid, being for Dyet, shall be born by every Copartner for his own party, and not to be put to the said Account. Item, If it fortune any of the said Copartners to decease before the ending of the said Copartnership, the other two Partners then surviving, the Survivor of them two, and his Executors and Administrators shall make good and true account, and meet and equal contentation and satisfaction to the Executors or Administrators of such Copartner so deceasing, of and for all his part of the said stock, and the Gains and Encrease thereof (charged with his part of the Charges aforesaid) until the day of such decease of the same Copartner, without any Delay, Fraud, or Covin, and without any advantage taking by right of surviving, or any usage or custome. Item, That once every year the said Copartners, by themselves, or their sufficient Deputies, shall confer together, and make perfect their Account to the day of such their conference, or as near thereto as conveniently by their Estate of their business may be done. And also that

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by their common consent and appointment, one fair Register-book shall be made, and orderly kept, from time to time, of their whole Account for their Partnership. And that every of them, and their several Executors and Administrators, shall and may have Copies thereof, as to them shall be needful or convenient, without denial or impediment of any of the said Copartners, or any other, for or by them, or any of them. And every of the said Copartners, parties to these presents, doth covenant and grant for himself, his Heirs, Executors, and Administrators, and every of them, by these Indentures; That he and his Heirs, Executors, and Administrators, and every of them for his part, shall and will well and truly hold, keep, and perform, all and singular the Articles aforesaid, and all the Covenants of these Presents, towards his other several Copartners, and either of them, and the Heirs, Executors, and Administrators, of every of them, as becometh a true and faithful Copartner to do, without any Fraud or Deceit in any thing. In witness, &c.

A Division of Partnership well passed.

THis Indenture, &c. Between *W. L.* Cit. and G. of *L.* on the one part, and *T. H.* Cit. and H. of *L.* on the other part; Witnesseth, That whereas the said parties, for and by the space of certain years now past, have had, held, and occupied a partable stock, and have been and continued Copartners, and parting fellowes in the trade of buying, selling, and retailing of Linnen cloth and other Merchandises, and now have clearly resolved and agreed together from henceforth absolutely, to all intents, to dissolve, determine, break off, and end the said Copartnership, of and in the Premisses. And have further concluded clearly to divide the said partable stock, and all Debts and Credits thereof and thereby growing, arising and being. And furthermore, each of them to hold and retain his several part, purpart, and portion, to and by himself in severalty, to his own sole use and profit, and not in common. It is therefore covenanted and agreed, by and between the said parties to these Presents, and either of them for himself, his Heirs, Executors and Administrators, covenanteth and granteth to and with the other of them, his Executors and Administrators by these Presents, in manner and form following, That is to say, That the said Copartnership and parting fellowship, and all other Partnerships and joynt Trading, now or at any time, before the Date of these Presents had, used or exercised between the said parties to these Presents, do and shall from henceforth immediately cease, determine, and clearly end, and have no further continuance or being, to any effect or purpose whatsoever, any Covenant, Covenants, or other matter, agreement, composition, promise, or thing, to the contrary thereof, had, made, concluded, or promised, in any wise notwithstanding. Save that all such former Covenants, Promises, and Agreements, as are passed or made, by or between the said Parties, touching any further continuance or prolonging of any such Partnership, or Partnerships, to be had or holden, between

Partnership henceforth to cease.

All Covenants made for the further continuance of the Partnership to be void.

One of the parties to have all the money and Wares without impediment of the other.

between the said parties, shall by vertue of these Presents be deemed, adjudged, void, and of none effect. And also it is agreed by and between the said parties to these presents, and he said *T. H.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to and with the said *W. L.* his Executors, Administrators, and Assigns, that &c. for his part of the said partable stock, and other the Premisses, shall take, have, and enjoy from henceforth to the sole and proper use and behoof of the same *W. L.* his Executors, Administrators, and Assigns, all the Linnen-cloth, Wares, Merchandizes, and ready money whatsoever now remaining in the said stock of the said Copartnership, or being any part or parcel thereof, or accepted or taken, as part, parcel, or member thereof, which by estimation, is now rated and valued to the sum of 1714 l. 10 s. and the same, and every part thereof, to be, remain, and continue from henceforth, to the same *W. L.* his Executors, Administrators, and Assigns, discharged and acquitted, or else upon reasonable request, sufficiently saved harmless by the said *T. H.* his Executors and Administrators, or some of them, of, for, and from all manner of Interests, Judgments, Charges, Forfeitures, Titles, and Incumbrances, had, made, or suffered, or to be had, made, or suffered by the said *T. H.* his Executors, or Administrators, or by any of them, or by any other in his Right or Title, or lawfully claiming in, from, by, or under him, or them, or any of them. And the said *T. H.* doth by these Presents, absolutely and clearly grant, assign, release, and put over to the said *W. L.* his Executors and Assigns, all the Right, Interest, and demand of him the said *T.* of, in, and to the said Linnen-cloth, Wares, Merchandizes, and ready money whatsoever, and of, in, and to every part thereof. And moreover it is covenanted, granted, and agreed, by and between the said parties to these presents, and the said *W. L.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to, and with the said *T. H.* his Executors and Administrators by these presents, That the said *T. H.* for his part of the said partable stock, and other the Premisses, shall take, have, and enjoy, to his own proper use and behoof for ever, without any let, suit, disturbance, or interruption of the said *W. L.* his Executors, or Administrators, or any other, lawfully claiming from, by, or under him, all and every such Debts and Sums of money which are now due, or owing, or to be paid to the said Copartners joyntly, by reason or means of their said Copartnership, as are particularly mentioned or expressed in a Schedule indented, to these presents annexed: Together with all Bills, Bonds, Obligations, and specialties only concerning the same Debts, or any of them. And the said *W. L.* doth by these presents clearly (what in him lyeth,) release and put over to the said *T. H.* his Executors and Assigns, all the Right, Title, and Demand of him the said *W.* of, in, and to all and every the said Debts, in the said Schedule expressed, and of, in, and to the said Bills and specialties, only touching, and concerning the same, or any of them. And also the said *W. L.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to and with the said *T. H.* his Executors, Administrators and Assigns, and every of them, by these Presents, in form following; That is to say, That he the said *W. L.* his Executors and Administrators, having and enjoying

The other of the parties to have for his part certain debts mentioned in a Schedule.

And all specialties of those debts.

Release of the Debts.

The debts to be held without accompt.

ing the said Linnen cloth, Wares, Merchandizes, and ready Money as aforesaid, according to the said Allotment, and to the true meaning of these presents, shall and will, from time to time, agree, permit, and suffer, that the said *T. H.* his Executors and Administrators, to his and their own use, shall and may demand, require, collect, receive, gather, and levy, by all lawful wayes and means, all and every the said Debts in the said Schedule expressed, or mentioned, and every part thereof, without any let, denyal, or gain-saying of the said *W. L.* his Executors, or Administrators, or any of them, and the same shall and may retain and hold to his and their proper use, without any Accompt or Reckoning thereof, or of any part thereof, to be made or rendred to the same *W. L.* his Executors and Administrators, or to any of them. And shall and will also agree, That if need shall be, any Action or Actions, Suit or Suits, for the Recovery of the said Debts, in the said Schedule expressed, or any of them may be brought or pursued by, and at the Costs and Charges of the said *T. H.* his Executors and Administrators, in the name or Names of the said *W. L.* and *T. H.* their Executors or Administrators, or any of them, without any Discharge, Revocation, or stay of the said Actions or Suits, or any of them, to be caused or commanded by the said *W. L.* his Executors or Administrators, or any of them, without the consent of the said *T. H.* his Executors, or Administrators, or of some of them, so as the said *T. H.* his Executors, or Administrators, or some of them, shall from time to time, upon reasonable Request and notice, save and keep harmless the said *W. L.* his Executors and Administrators, and every of them, for and concerning all losses, Costs, and Damages which he the same *W.* his Executors, or Administrators, shall sustain or be at, *Bona fide*, without fraud or covin, by occasion or means of any such Action or Suit prosecuted in his or their Name, by the said *T.* his Executors and Administrators, or by any of them. And that he the said *W. L.* hath not heretofore, nor that he, his Executors, or Administrators hereafter, shall not receive, acquit, release, or discharge the said Debts in the said Schedule expressed, or any of them, unless it be by the special consent and agreement of the said *T.* his Executors or Administrators, first in that behalf obtained and had, or unless he the same *W. L.* his Executors or Administrators, shall truly pay to the said *T. H.* his Executors and Administrators, any such Sum or Sums so by him the said *W. L.* to be received of the same Debts within 40 dayes, next after such Receipt so thereof by him to be made. And if the same *W.* his Executors or Administrators, shall hereafter acquit or discharge any of the said Debts in the said Schedule expressed, without such consent and agreement of the said *T.* his Executors and Administrators as aforesaid, that then he the said *W.* his Executors or Administrators, within six weeks next after every such Release or Discharge of any of the said Debts in the said Schedule expressed, shall and will well and truly pay, content, and satisfie, or cause to be paid, contented, and satisfied, as &c. to the said *T.* his Executors or Administrators, all and every such Debt or Debts, in the said Schedule expressed, which he the said *W.* his Executors or Administrators, shall so release or discharge as aforesaid, without any manner of fraud or covin. And

To agree that Actions shall be brought without discharge thereof.

Not to release the Debts.

If any of the Debts shall be received or acquitted, then the same to be paid to the party that should have them, within six weeks.

the ſaid *W. L.* for him, his Executors and Adminiſtrators covenanteth and granteth to and with the ſaid *T. H.* his Executors and Aſſigns by theſe preſents, That he the ſaid *W. L.* his Executors or Adminiſtrators, ſhall and will well and truly content and ſatisfie to, and among the Creditors of the ſaid *W.* and *T.* in reſpect of their ſaid Copartnerſhip, or joynt occupying the ſum of 743 l. 4 s. of lawful money of, of &c. toward the payment and ſatisfaction of ſuch Debts and ſums of money, as to the ſaid Creditors are due and owing out of, or in reſpect of the ſaid partable ſtock, Copartnerſhip or joynt Occupying. And alſo the ſaid *T. H.* for him, his Heirs, Executors and Adminiſtrators, covenanteth and granteth to and with the ſaid *W. L.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *T.* his Executors or Adminiſtrators, ſhall and will well and truly content and ſatisfie to and among the ſaid Creditors, towards the payment and ſatisfaction of ſuch Debts and Sums of money as to the ſaid Creditors are due and owing, out of, or in reſpect of the ſaid partable ſtock, &c. the ſum of 492 l. 18 s. of &c. in form following, *viz.* 400 l. thereof out of the firſt Receipts by him the ſaid *T.* his Executors or Aſſigns, of the Debts in the Schedule expreſſed, if ſo much may be levied, gathered, and had in and before the firſt day of &c. next enſuing. And in default thereof, then the ſame Sum of 400 l. to be paid at, or before the laſt day of &c. next coming at the firſt, and 92 l. 10 s. reſidue, and in full payment of the ſaid Sum of 492 l. 18 s. at or before the Feaſt of, &c. next enſuing the date of theſe preſents. And it is alſo concluded and agreed, by and between the ſaid parties to theſe preſents, and each of the ſaid parties, ſeverally for him, his Heirs, Executors and Adminiſtrators, covenanteth and granteth to and with the other of them, his Executors and Adminiſtrators by theſe Preſents, That if any privy Debt, Charge, or cauſe of Action, be growing or depending, by reaſon or occaſion of the ſaid Copartnerſhip unto the which the ſaid Copartners are of right lyable and ſubject unto, other then, and except, ſuch known Debts as are ſpecified or mentioned to be owing in their common Book, that then, and in all ſuch Caſes, ſuch of the ſaid parties to theſe preſents in whoſe default, or by whoſe act or procurement, ſuch Debt or Charge hath grown, ſhall within time convenient, ſatisfie and pay the ſame, and thereof diſcharge and ſave harmleſs the other of the ſaid parties, his Executors and Adminiſtrators. And moreover it is agreed, That if any manner of variance, or cauſe of Suit, at any time or times hereafter do or ſhall happen to grow, ariſe, or be given, between the parties, or the Executors or Adminiſtrators of them, or of either of them, by, for, or upon any Covenant, Matter, or Thing, in theſe Preſents expreſſed or mentioned, or of, for, upon, or in reſpect of the ſaid Copartnerſhip, or joynt occupying in any wiſe that then and ſo often the party in that behalf grieved, ſhall thereof make Declaration to *T. N.* Grocer, and *J. C.* Clothw. Cit. of *L.* unto whoſe Order and Judgment for and touching the Premiſſes, or any part thereof, from time to time, the ſaid parties, and either of them, for their ſeveral parts, and for their ſeveral Executors and Adminiſtrators, do wholly ſubmit themſelves by theſe preſents, ſo alwaies as their Order and Judgment be thereof, or of any part or parts thereof, made and given up

One of the parties to pay a certain ſum toward payment of their debts.

The other party to pay a certain ſum towards the debts.

If any privy debt or charge be, the ſame to be paid by whom the ſame grew.

If any controverſie ariſe between the parties, the ſame to be ordered by men now nominated.

up in Writing indented under their Hands and Seals, within three moneths next after such Declaration to them made as aforesaid, and that during such three months, from time to time, or at any time, neither of the said parties, their Executors or Administrators, shall not directly or indirectly, bring or pursue any Suit or Action against the other of them touching the Premisses. And they the said parties, and their several Executors and Administrators, on their several parts and behalfs, every of them for his own part, shall stand to, obey, abide, and perform all and every such Order and Judgment as the said *T. N.* and *J. C.* shall within such time as aforesaid, make and give up as aforesaid, for and touching the Premisses, or any part thereof. In witness, &c.

A Relinquishment of a mans Estate in a Copartnership.

THis Indenture made, &c. Between *A. B.* of the one part, and *C. D.* and *E. F.* of the other part; Witnesseth, That whereas the said *A. B.* *C. D.* and *E. F.* together with one *L. M.* have heretofore dealt together as Copartners in the Trade of Merchandizes, as well on this side the Seas, as in the parts beyond the Seas; and by their trading together, many Goods, Wares, and Debts are come and grown unto them both here in *England*, and in the parts beyond the Seas; wherein every one of them hath an Interest according to their Agreement made between them; And likewise they the said Parties are become indebted to divers other persons in divers Sums of Money concerning their Traffiques aforesaid. And whereas also the said *A. B.* upon good Considerations him moving, and especially for and in Consideration of a certain competent Sum of Money to him in hand, at or before the ensealing hereof, by the above named *C. D.* and *E. F.* paid, whereof and wherewith he the said *A. B.* acknowledgeth himself to be well and truly satisfied and contented by these Presents, is contented and agreed, and by these presents doth consent and agree to sever himself from the Trading and Dealing together with the said *C. D. E. F.* and *L. M.* And also doth by these presents, for the Considerations aforesaid, Grant, Assigo, and Set over, unto the said *C. D.* and *E. F.* all such Right, Title, Property and Interest whatsoever, which he the said *A. B.* hath, should, or ought to have of, in, and to all and singular such Goods, Wares, Merchandizes, and Debts as be mentioned and expressed, in and by the Ballance of an Accompt, subscribed with the hand of the said *A. B.* bearing date the 10th day of *J.* now last past, and delivered to the said *C. D.* and *E. F.* And the said *A. B.* for him, his Heirs, Executors, and Administrators, doth Covenant, Promise and Grant to and with the said *C. D.* and *E. F.* and either of them; their Executors and Administrators, by these presents, in manner and form, &c. That the said Accompt according to the Tenor of the foresaid Ballance thereof, is just and true. And that he the said *A. B.* at any time heretofore hath not received, released or discharged; Nor that he the said *A. B.* his Heirs, Executors, Administrators or Assigns, at any

Note, that the said L. hath already relinquished.

time hereafter ſhall receive, releaſe, acquit, or diſcharge any of the Goods or Debts mentioned in the ſaid Accompt, nor any part thereof, nor ſhall do any Act, Deed or Thing to let or hinder the ſaid *C. D.* and *E. F.* or either of them, of or in the having, recovering, receiving, or enjoying of the ſame, or any of them, or any part thereof, without the Conſent and Agreement of the ſaid *C. D.* and *E. F.* their Executors and Aſſigns in Writing firſt had and obtained in that behalf: But ſhall and will permit and ſuffer the ſaid *C. D.* and *E. F.* their Executors or Aſſigns, to have, take, recover, receive and enjoy to their own proper uſe, the ſame Goods and Debts, and every of them, and every part thereof, without any Accompt to be yielded or made for the ſame, or any part thereof, to the ſaid *A. B.* his Executors or Adminiſtrators. And that the ſaid *A. B.* ſhall and will (if need require) upon reaſonable requeſt to him made by the ſaid *C. D.* and *E. F.* or either of them, their Executors or Aſſigns, further and help them in the recovery and obtaining of the ſaid Goods and Debts at the Coſts and Charges of the ſaid *C D.* and *E. F.* their Executors and Aſſigns. And the ſaid *C. D.* and *E. F.* for them, and either of them, and for the Executors, Adminiſtrators, and Aſſigns of them and either of them, do Covenant, Promiſe, and Grant, to and with the ſaid *A. B.* his Executors and Adminiſtrators by theſe Preſents, That they the ſaid *C. D.* and *E. F.* their Heirs, Executors, and Adminiſtrators, ſhall and will, at all times hereafter, content and ſatisfie the Creditor, to whom the ſaid *A. B.* ſtandeth any manner of wayes charged or indebted, for and concerning any as well of the affairs and dealings mentioned and contained in the ſaid Accompt, as well owing on this ſide the Seas, as in the parts beyond the Seas, and of and for the ſame, and every of them, as alſo of and for ſuch part and portions as doth appertain to the ſaid *L. M.* and of and for all Accompts, Actions, Suits and Demands concerning the ſaid *L. M.* in the Accounts and Affairs aforeſaid, ſhall and will at all times hereafter ſave and keep harmleſs the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, and every of them by theſe Preſents. In witneſs, &c.

P E.

PETITIONS.

To be admitted in formâ pauperis.

To the Attorney of the Dutchy.

HUmbly Sheweth, your poor Suppliant *J. B.* of *S.* in the County of *L.* Husb. That whereas your Petitioner hath just cause of Suit against *R. B.* of *C.* in the said County, who not only unjustly detaineth and withholdeth from your Petitioner five Closes, parcel of his Tenement, heretofore demised to him by Lease by the Right Honourable *W.* Earl of *D.* contrary to all Right and Equity: But also doth divers wayes vex, molest, and disturb your Petitioner by *Supplicavit* and otherwise, and thereby hath so impoverished your Petitioner, that he is not able to prosecute his just Suit against him, being not worth 5 *l.* as he will make Oath, besides the Estate now in Question: May it therefore please your Worship to admit your Petitioner to sue in his Majesties Court of the *Dutchy*-Chamber at *Westminster*, *in forma pauperis*: And to assigo him such Councel and Attorney as to your Worship shall seem good. *And* your Petitioner shall pray.

A Petition to the King, for a Pardon for Homicide by Chance-Medley.

To the Kings most Excellent Majesty:

IN most humble manner Sheweth unto your Majesty your Graces poor distressed Subject, *J. P.* wife of *E. P.* of *M.* in your Majesties County of *C.* Husb. That whereas by occasion of a suddain Variance and Affray made between your Majesties said poor Subjects Husband, and one *J. B.* his Neighbour, it fell out, that the said *J. B.* not long after dyed: By means whereof, your Graces said poor Subjects Husband by the Coroners Inquest is lately Indicted of *Manslaughter* by *Chance-medley*. And for that your said poor

distressed Subjects Husband hath four poor little Children, and never was reputed to be any Quarreller or Peace-breaker before this time, and is now Arrested and in Prison, and must receive his Tryal at the next Assizes to be holden at *C.* at *Michaelmas* next; And being an ignorant Lay-man, is uncapable of the benefit of your Majesties Laws for his discharge, but standeth at your Majesties most gracious Mercy and Pity for his life. It may please your Majesty for Gods cause to grant unto your Majesties said poor Subjects Husband, Your Highness most gracious and free Pardon for his Offence. And your said poor distressed Subject, her poor Children and Husband shall never cease to pray unto Almighty God for your Majesties most gracious Reign long to be continued over us.

The Justices of the Peace Certificate in this behalf.

WE your Majesties faithful Subjects, Justices of the Peace within your Graces County of *C.* whose Names are here-under subscribed, upon the request of the above named *J. P.* do humbly Certifie your gracious Majesty, That we have known the said *J. P.* for the space of many years, and we have not heard or known any thing to the contrary, but that he hath been a very quiet and peaceable man among his Neighbours, Saving for this one Offence. And also, That we find him very sorrowful and penitent for his Offence and Fault. The consideration whereof we humbly commend to your Majesties most gracious Goodness and Pitiful Clemency; praying to Almighty God for your Majesties long and happy Reign over us.

The King's Answer.

LET the Judges of Assize put their hands to this Petition as Justices of the Peace: And then let a Pardon be drawn as is desired.

PRE-

PRESENTATIONS.

A Preſentation.

TO all perſons who have or ſhall have ſufficient Authority of power in this behalf; *J. H.* Eſquire, the true and undoubted Patron of the Pariſh Church of *C.* in the County of *D.* ſend Greeting. I preſent *G. B.* Clerk of the Rectory of *C.* in the County of *D.* now void by the death of the laſt Incumbent there, and to my Preſentation of full Right belonging, requiring you forthwith to admit the ſaid *G. B.* to the Rectory of *C.* aforeſaid, and that you truly and lawfully inſtitute him Rector there; and that likewiſe you inveſt him with all his Rights, Members, and Appurtenances whatſoever, and that you do, perform, fulfill, and accompliſh, all and every the ſingular acts which the Office obligeth you to diſcharge herein. In witneſs, &c.

The form of a Preſentation made by a Knight or Gentleman.

REverendo in Chriſto Patri &c. R. B. *Miles, verus & indubitatus Patronus Rectoriæ Eccleſiæ Parochialis de* N. *ſalutem in Domino ſempiternam: Ad Eccleſiam de* N. *pradict. veſtræ Dioc. modò per mortem* C. D. *ultimi Incumbentis ibidem vacantem, & ad meam Præſentationem plenò jure ſpectantem, dilecto mihi in Chriſto* J P. *Clericum veſtræ paternitati præſento, humiliter rogans quatenus præfatum* J. *ad dictam Eccleſiam admittere, ipſumque in Rector. ejuſd. Eccleſiæ inſtituere & induci facere cum ſuis juribus & pertinentiis univerſis, cæteraque peragere & adimplere quæ veſtro in hac parte incumbent officio Paſtorali digneminì cum favore. In cujus rei teſtimonium ſigillum meum appoſui. Dat. &c.*

A Presentation to a Parsonage or Vicarage by a Master of an Hospital and his Brethren, or by a Dean and Chapter, or such other.

REverendo in Christo Patri Domino, Domino N permissione divina Cestrien. & Lichfield. Episcopo, ejusve Vicario in spiritualibus generali, vester humilis & devotus frater T. R. Magister Hospitalis N. & ejusdem confratres, sive Decanus Collegii de N. & Capitulum ejusdem &c. Lincoln. Dioc. omnimodam Reveren. tanto Patri debitam. Ad perpetuam Vicariam Ecclesiæ Parochialis de N. vestræ Dioc. jam per mortem C. D. ultimi Vicarii ejusdem vacantem, ad nostramque præsentationem pleno jure spectantem, dilectum nobis in Christo Johannem B. Sacræ Theologiæ professorem paternitati vestræ præsentamus, humiliter supplicantes, ut præfat. Johann. ad vicariam admittere, ipsumque in eadem Canonice instituere, cæteraque peragere, quæ in hac parte vestri Pastorali incumbent officio, dignemini cum favore. In cujus rei testimonium sigill. nostrum commune præsentibus est appensum. Dat. &c.

PROVISOES.

Power to make Leases.

PRovided alwaies, and nevertheless it is covenanted, granted, condescended, and fully agreed by and between the said parties to these presents; That all and every Lease and Leases, Demise and Demises, Grant or Grants, to be had or made by the said *A. B.* during his natural life, by his Deed or Deeds indented to be made betwixt him the said *A. B.* of the one part, and any other person or persons of the other part, the one part whereof to be signed and sealed with the hand and seal of the said *A. B.* of the said Mannors, &c. or of any of them, or of any part or parcel thereof, for term of year or years, life or lives, whereupon the old and accustomed yearly Rent or Rents of the said Mannors &c. so to be demised, or more, shall be reserved and yearly payable, during such Lease or Leases so to be made, shall be good, sure, effectual, and available in Law, for and during the said Terms. And that all and every person and persons unto whom such Lease or Leases shall be made, their Executors and Assigns, shall or may peaceably and quietly have, hold, occupy, and enjoy, the Lands, Tenements, and Hereditaments, with their Appurtenances, so to them or any of them to be granted, demised, or letten, according to the effect and true meaning of his and their said Leases and Grants. And that the said *C. D.* &c. their Heirs, and every other person and persons, and his and their Heirs as shall be then seised of such

of

of the Premiſſes as ſhall be ſo demiſed or granted from time to time, ſhall ſtand and be ſeiſed of and in ſuch part and parts of the Premiſſes, which ſhall fortune to be ſo letten, demiſed, or granted, as aforeſaid is mentioned: And the Conveyance and Aſſurance ſo to be made as is aforeſaid, ſhall be, and be taken to be, to the uſe and behoof of ſuch Leſſee and Leſſees, Grantee and Grantees, their Executors, Adminiſtrators, and Aſſigns, for and during ſuch Terms and Intereſts as ſhall be ſo had or made, to any ſuch perſon and perſons by the ſaid *A. B.* according to the true intent and meaning of theſe preſent Indentures, &c.

A Proviſo to grant any part of the Lands for Wives Joynture, preferment of Children, or Leaſes for years, or lives.

PRovided alwayes, &c. That it ſhall and may be lawful to and for the ſaid *A. B.* at all times, and from time to time during his life, as well to grant, convey, and aſſure the Premiſſes, and every, or any part or parcel thereof, to any perſon or perſons whatſoever, to and for the Joynture and Joyntures of any lawful Wife or Wives of the ſaid *A. B.* or to or for the preferment and advancement of any Son or Sons, Daughter or Daughters of the ſaid *A. B.* for and during ſuch Eſtate and Eſtates, Term and Terms, and in ſuch manner and form, as ſhall ſeem good to the ſaid *A. B.* And alſo to grant, leaſe, and demiſe the Premiſſes, and every or any part thereof, to any perſon or perſons whatſoever, for life or lives, year or years, or otherwiſe: And that the ſaid Recovery ſhall be, and the Recoverers and their Heirs, and the Survivors and Survivor of them and their Heirs, ſhall ſtand and be ſeiſed of and in ſo much of the Premiſſes, as ſhall be ſo granted, conveyed, aſſured, leaſed, or demiſed by the ſaid *A. B* to ſuch uſes, intents, and purpoſes, and for and during ſuch Eſtate and Eſtates, and under ſuch Conditions, Limitations and Determinations, as the ſame ſhall be ſo limited, declared, and appointed unto, by the ſaid *A. B.* &c.

A Proviſo for liberty to the Son and Heir to make Joyntures, grant Annuities, and aſſign Lands for raiſing Daughters Portions, and that the Son ſhall not impeach any Act done by the Father.

PRovided, &c. That after the deceaſe of the ſaid *A. B.* it ſhall and may be lawful for the ſaid *C. D.* during his life, as well to convey and aſſure any part or parcel of the Premiſſes, not exceeding the antient value of &c. by the year, above all Charges and Repriſes (the Capital Meſſuage, &c. always excepted and forepriſed) to any perſon or perſons whatſoever, for the

term

term of the natural life only of any the lawful Wife of the ſaid *C. D.* (without any the Remainder over and diſpunishable of Waſt) to and for the Joynture of ſuch his lawful Wife. And likewiſe to convey and aſſure any part or parcel of the Premiſſes, not exceeding the ancient Rent and value of &c. above all Charges and Repriſes (except before excepted) to any of the younger Son or Sons of the ſaid *C. D.* (without any Remainder over, and not diſpunishable of Waſt.) And alſo to grant, aſſure and convey any part or parcel of the Premiſſes, (except before excepted) to any perſon or perſons whatſoever, for and during ſo many years as the Sums of &c. ſhall or may be levyed, raiſed, had, or taken, of the Rents, Iſſues, and Profits thereof, to the uſe of the Daughter, or Daughters of the Body of the ſaid *C. D.* lawfully to be begotten, to and for their preferment and advancement in Marriage: And that the ſaid Recovery ſhall be, and the ſaid Recoveries and their Heirs, and the Survivors and Survivor of them and their Heirs, and all and every other perſon and perſons, that ſhall have any Eſtate of Free hold or Inheritance, of, in, or to the Premiſſes, or any part thereof, ſhall ſtand and be ſeized of and in ſuch part and parcel of the Premiſſes, as ſhall be granted, aſſured or conveyed by the ſaid *C. D.* for ſuch intents and purpoſes, and in manner and form aforeſaid, to ſuch uſes and intents as the ſame ſhall be limited, declared, or appointed unto by the ſaid *C. D.* ſo that his ſaid declaration, limitation, and appointment thereof, be according to the purport, true meaning, and intent of this Proviſo, and not otherwiſe. And ſo alwaies that any Joynture or Joyntures, Leaſe or Leaſes, Eſtate or Eſtates made by the ſaid *A. B.* in his life-time, ſhall not in any wiſe be impaired, troubled, or hurt, by any ſuch Grant, Conveyance, or Aſſurance, ſo to be made by the ſaid *C. D.* &c.

That the Heir may make all Leaſes, ſo that the ſame may not impair any Eſtate made by the Father.

PRovided, &c. That it ſhall and may be lawful to and for the ſaid *C. D.* from time to time, and at all times, from and after the death of the ſaid *A. B.* to leaſe and demiſe the Premiſſes, and every or any part or parcel thereof, (except, &c.) to any perſon or perſons whatſoever, for and during ſuch Eſtates only, and in ſuch manner and form, quality, condition, and degree, to all intents and purpoſes, as Tenant in Tail is enabled to do, by the Statute made in the 32 year of the Reign of the late King *H.* 8. and not otherwiſe; ſo alwaies as thereby any Joynture or Joyntures, Leaſe or Leaſes, Eſtate or Eſtates, made or to be made by the ſaid *A. B.* ſhall not in any wiſe be troubled, hurt, or impaired: And that from and after ſuch Demiſes and Leaſes ſo to be made by the ſaid *C. D.* the ſaid Recovery ſhall be, and that the ſaid Recoverers and their Heirs, and the Heirs of the Survivor of them, ſhall ſtand and be ſeized of and in ſuch part, and ſo much of the Premiſſes as ſhall be ſo leaſed or demiſed by the ſaid *C. D.* to the uſe and behoof of ſuch

Leſſee

Leſſor and Leſſees, according to the form and effect of the ſaid Leaſe and Leaſes, ſo long as the ſaid Leſſee and Leſſees ſhall at all times well and truly pay, ſatisfie, and do, to ſuch perſons as ſhall for the time being have the immediate Reverſion or Remainder of the Premiſſes to be leaſed and demiſed, all Rents, Duties, Payments, and Services whatſoever, reſerved, limited, or appointed to be paid or done, upon or by any ſuch Leaſe or Leaſes, and ſo long as any ſuch Leſſee or Leſſees ſhall not commit or do any wilful Waſt in or upon the Premiſſes ſo to be leaſed or demiſed, and after, to the uſes, intents, in theſe preſent Indentures expreſſed and declared, in ſuch manner, form, order and degree, as they be before expreſſed, limited, and appointed, &c.

For liberty to make Leaſes, with ſome difference from the former.

Provided nevertheleſs, and the uſe, intent, and purpoſe of theſe preſents, and of the ſaid intended Fine and Fines, Conveyance and Conveyances, in, and ſo hereafter ſhall be, and may be taken to be; That it ſhall and may be lawful, to and for the ſaid *A.* and *K.* at any time or times during their joint lives, by their Deed or Deeds; as alſo to and for the ſaid *K.* after the death of the ſaid *A.* at any time or times during her life, by her Deed or Deeds, to demiſe, leaſe, or limit the uſe of ſuch the Tenements or Hereditaments, parcel of the ſaid Premiſſes, which within the ſpace of ſeven years now laſt paſt, have been uſually letten or enjoyed in Farm, to or by any perſon or perſons. To have and to hold, for and during the term of three lives, or under, in Poſſeſſion and not in Reverſion, or for and during the term of 21 years, or under, from the making, or from the day of the making thereof, in Poſſeſſion, and not in Reverſion. And it is agreed, That the ſaid intended Fine and Fines, Conveyance and Conveyances before covenanted, or agreed to be hereafter had or made, ſhall enure and be, and ſhall be confirmed and taken, ſeverally and reſpectively, to make good and effectual all and every ſuch Leaſe, Leaſes, and Limitation of Uſes, according to the ſeveral Tenors thereof, for and during ſuch only time and terms, to be reſpectively comprized in or by ſuch Leaſe, Leaſes, or Limitation of Uſes, and to that thereby, or thereupon, the yearly Rents, Boons, and Services which have been uſually and yearly within the ſpace of ſeven years now laſt paſt, yielded or done for ſuch Tenements, and Hereditaments which ſhall ſo happen to be leaſed, demiſed, or limited in uſe, be reſerved or agreed on, in, or by ſuch Deed or Deeds, to be and continue, during ſuch term and terms ſo to be demiſed or limited in uſe as aforeſaid, yearly due and payable, after the deceaſe of the ſaid *A.* and *K.* unto ſuch perſon and perſons, for the time then being, as ſhall then be Owner or Owners of the immediate Reverſion or Remainder, for the time being, of ſuch the ſaid Lands, Tenements, and Hereditaments ſo to be demiſed or limited in uſe, and ſo that ſuch Lands and Tenements ſo to be demiſed or limited in uſe, ſhall and do, during the continuance

nuance of ſuch ſaid ſeveral Terms, contain, and be, upon reſonable Re[illegible] in that behalf, ſufficient overt, and liable to the Diſtreſs and Diſtreſſes of every ſuch perſon and perſons, for the time being, ſo having the immediate Reverſion or Remainder of ſuch ſaid Lands, Tenements, and Hereditaments, ſo to be demiſed or limited in uſe as aforeſaid, for all and every the Arrearages of the ſame Rents and Services which ſhall happen in any wiſe to be unpaid, &c.

A Proviſo *of Revocation in the ſame Deed.*

PRovided nevertheleſs, and it is agreed, that if either the ſaid *A. B.* and *K.* his Wife, at any time during their joynt lives, or the ſaid *K.* after the deceaſe of the ſaid *A.* and during her then Widowhood, ſhe the ſaid *K.* not having then concluded of, or fully determined, to marry with any other perſon, ſhall or do tender or pay in the preſence of three Witneſſes, unto the ſaid *A. B.* and *C. D.* or to the Survivor of them or to any of them, or to their or any of their Heirs, the full ſum of 10 *s.* at the leaſt, of good and lawful money of *England*, of, or with intent or purpoſe, to revoke, make fruſtrate or void, all or any the uſes aforeſaid, ſo limited in or by theſe preſents, unto all or any the Son or Sons, Daughter or Daughters of the ſaid *A.* and *K.* begotten or to be begotten, formerly in or by theſe preſents, in any wiſe had or made, mentioned or ſpecified, and ſhall and do thereupon at any time within ſix months next following, after ſuch tender or payment by their joynt Deed or Writing under their Hands and Seals, during their joynt lives, or by the Deed or Writing of the ſaid *K.* under Hand and Seal, during ſuch her Widowhood as aforeſaid, reſpectively publiſh, ſignifie, or declare their or her intention and purpoſe, for the revoking, making fruſtrate or void, all or any ſuch the Uſe or Uſes as aforeſaid, ſo limited in or by theſe preſents, unto all or any the Son or Sons, Daughter or Daughters of the ſaid *A.* and *K.* begotten or to be begotten, that then and from thenceforth all and every ſuch Uſe and Uſes, as ſhall be ſo ſignified, publiſhed, and declared to be intended or meant to be revoked and made fruſtrate. And all and every the Eſtate and Eſtates thereby, or by means thereof, raiſed, had or made, ſhall abſolutely ceaſe, be fruſtrate and void, as if the ſame Uſe or Uſes had never been limited, mentioned, or agreed upon, in or by theſe preſent Indentures, or otherwiſe, any limitation of Uſes in or by theſe preſents, or any other matter or thing whatſoever, to the contrary thereof in any wiſe notwithſtanding: In witneſs, &c.

DAVENPORT.

Pid

Proviſoes.

PRovided alwayes, and it is fully agreed, teſtified and declared by and between the ſaid parties to theſe preſents, and every of them, that it ſhall and may be lawful to and for the ſaid *J. C.* at any time during his life, by, and according to the true intent and meaning of theſe preſents, at his will and pleaſure to demiſe and let the Premiſſes, or any part thereof, for ſuch terms, and with and under ſuch Conditions, Rents and Reſervations, and in ſuch manner and form to all intents and purpoſes, as Tenant in tail may lawfully do, or is enabled or permitted to do, by the Statute made in the 32 year of the late King *Henry* the 8th, and for any term of years determinable upon one life, two, or three lives, with and under ſuch Reſervations and Rents, and in ſuch manner and form, to all other intents and purpoſes, as is limited by the ſaid Statute. And that the ſaid Recovery and Recoveries, and Aſſurances, and every of them, ſhall be and enure, and the Recoverers and Parties thereunto, and their Heirs, ſhall ſtand and be ſeized of, and for, and concerning the Premiſſes ſo to be demiſed or letten, to the uſe of ſuch perſon or perſons, to whom any ſuch Leaſe or Leaſes ſhall be ſo made, and of his or their Executors, Adminiſtrators, and Aſſigns, during the ſeveral continuances of the ſaid Leaſes, and according to the true intent and meaning of the ſame Leaſes; and of, for, and concerning the Reverſion and the Reverſions depending upon the ſame Leaſes, and the Rents and Services thereby reſerved, and of the ſaid Lands and Premiſſes ſo to be demiſed and letten after the ſeveral ends, determinations, and becoming void of the ſame Leaſes, as they ſhall ſeverally end and determine; to ſuch and the ſame uſes, intents, and purpoſes, as the ſame Premiſſes ſo to be demiſed or letten, ſhould or ought to have been, if no ſuch Leaſe or Leaſes had been had or made. *Power to make Leaſes.*

Provided alſo, And it is further agreed, teſtified, and declared by and between the ſaid parties, to theſe preſents, and every of them, that it ſhall and may be lawful, to and for the ſaid *J. C.* the Father, at any time or times, and from time to time, during his life, and after his deceaſe, to and for every other perſon, who ſhall have the immediate Free-hold of the Premiſſes, by or according to the true intent and meaning of theſe preſents, at his and their will and pleaſure, by any Writing to be ſealed with the Seal, and ſubſcribed with the name of the ſaid *J. C.* the Father, or of the ſaid perſon, having the immediate Free-hold of the Premiſſes (as is aforeſaid) to grant, limit, or appoint the ſaid Manor of *P.* and all the Premiſſes in *W.* aforeſaid, or any part thereof, for a Joynture to any Wife of the ſaid *J. C.* the Father, or of the ſaid perſon, having the immediate Free-hold of the Premiſſes as is aforeſaid, or of the then eldeſt Son of any of the ſaid perſons, ſo having the immediate Free-hold of the Premiſſes, or to any Woman whom the ſaid *J. C.* the Father, or any perſon ſo having the immediate Free-hold of the Premiſſes as is aforeſaid, or any ſuch eldeſt Son as is aforeſaid, ſhall afterwards marry, and take to Wife, for the term *Power to make Joyntures.*

term

term of the life of ſuch Wife or Woman: And that the ſaid Recovery and Aſſurances, and every of them, ſhall be and enure, and the Recoverers and Parties thereunto, and their Heirs, from and after every ſuch Grant, Limitation, or Appointment, ſhall ſtand and be ſeized of and in the Premiſſes ſo to be granted, limited, or appointed: to the uſe of ſuch Woman or Wife as aforeſaid, for the term of her life; And from and after her deceaſe, to ſuch and the ſame uſes, intents, and purpoſes, as the ſame Premiſſes ſo to be granted, limited, or appointed, ſhould or ought to have been, if no ſuch Grant, Limitation, or Appointment had been had or made. Provided alſo, And it is fully agreed, teſtified, and declared, by and between the ſaid parties, to theſe preſents, and to every of them, that it ſhall and may be lawful, to and for the ſaid *J. C.* the Son, after the death of *J. C.* the Father, at any time or times, and from time to time, during his life; and after his deceaſe, to and for every other perſon, who ſhall have the immediate Free-hold of the ſaid Mannors and Premiſſes, according to the ſame intent and meaning of theſe preſents, at his and their will and pleaſure, by any Writing to be ſealed with the Seal, and ſubſcribed with the name of the ſaid *J. C.* the Son, or of the ſaid perſon, having the immediate Free-hold of the Premiſſes, as is aforeſaid, in the preſence of two or more credible Witneſſes, or by his and their laſt Will and Teſtament in Writing, to be ſealed and ſubſcribed, as aforeſaid; to appoint, limit, give, or deviſe, all or any part of ſuch, and ſo much of the ſaid Mannors and Premiſſes, as he or they, or ſuch of them, ſo making ſuch Deed or laſt Will, ſhall then be ſeized of an Eſtate of Free-hold or Intail, as before is expreſſed, to or for every, or to or for any of the younger Son or Sons of them, or any of them, as to ſuch perſon ſo making ſuch Deed, or laſt Will, ſhall be thought meet or convenient, other then the ſaid Mannors of *Dale*, for the better livelyhood, maintenance, education, and preferment, of ſuch younger Son or Sons, or to any other perſon or perſons, to the uſe and uſes of ſuch younger Son or Sons, for and during the term of the natural life or lives of ſuch younger Son and Sons only, and not for any longer time or term. And ſo that the ſame Premiſſes, or ſuch part thereof, as ſhall be ſo deviſed, granted, limited, or appointed, be not of, or do not exceed and amount in yearly Revenues, Profits and Rent, by the year, for every, or any ſuch younger Son or Sons, or any of them, to whom or whoſe uſe ſuch Deviſe, Limitation, or Appointment, or to be made to ſuch younger Son or Sons as is aforeſaid, ſeverally to every, or any ſuch ſaid Son or Sons, and not joyntly one with another; And ſo that every ſuch Gift, Deviſe, Limitation, or Appointment, ſo to be made to ſuch younger Son or Sons as aforeſaid, and the Eſtate ſo thereof and therein to be given, granted, deviſed, limited, or appointed, ſhall expire and end upon the death of ſuch ſaid younger Son onely, as to whom or whoſe uſe ſuch ſaid Grant, Deviſe, Limitation, or Appointment, ſhall be ſo made as is aforeſaid, and ſo as ſuch, and every or any ſuch Gift, Demiſe, Limitation, or Appointment, for ſuch ſaid younger Son or Sons as aforeſaid, be not made without Impeachment of Waſt, by any ſpecial Covenant, Clauſe, or matter for that purpoſe, to be contained in any ſuch Deed or Deeds, or laſt Will. And ſo as alſo the ſaid Deviſe, Limitation, or Appointment, ſhall be no Incumbrance

Power to make proviſions for younger Sons.

hereof ſuch part of the Mannors and Premiſſes, as ſhall be granted or leaſed for the Joynture of any Woman or Women as aforeſaid, or that ſhall be deviſed or leaſed, according to the form and effect of theſe preſents, or otherwiſe conveyed and aſſured in Leaſe as before is mentioned. Prohibited alſo, And it is likewiſe fully covenanted, granted, concluded, condeſcended unto, limited, and agreed, by and between the ſaid parties, to theſe preſents Indentures, for them and their Heirs, That if it ſhall happen or fortune, at any time or times hereafter, the ſaid *J. C.* the Son, or any perſon, having the immediate Free-hold of the Premiſſes as is aforeſaid, having Iſſue one or more Daughter or Daughters, of his or their Bodies lawfully begotten, and which at the time of the death of the ſaid *J. C.* the Son, or of the ſaid perſon, having the immediate Free-hold of the Premiſſes as is aforeſaid, ſhall be unpreferred, or unadvanced in Marriage by their Father, as is aforeſaid; that it ſhall and may be lawful to and for the ſaid *J. C.* the Son, and ſuch perſon and perſons having the Free-hold of the Premiſſes, as is aforeſaid, in like manner, in or by his or their Deed or Deeds, indented by him or them, to be ſealed and ſubſcribed in the preſence of two or more lawful Witneſſes, or in and by his or their laſt Will and Teſtament in Writing, by him and them to be ſealed and ſubſcribed, and in the preſence of two or more lawful Witneſſes, by him or them to be pronounced, or affirmed to be his or their Will, to appoint, limit, give, deviſe, and demiſe, ſuch and ſo much of the ſaid Mannors and Premiſſes, with the Appurtenances, whereof he or they, or ſuch of them, ſo making ſuch Deed or laſt Will, ſhall be then ſeized as is aforeſaid, to or for every, or any ſuch Daughter or Daughters of ſuch of them, as ſhall be ſo ſeized, as before is mentioned, and ſhall ſo make ſuch Deed or laſt Will as is aforeſaid, not exceeding the ancient Rent and yearly value of 50 l. by the year, or to any other perſon or perſons, to the uſe or uſes of ſuch Daughter or Daughters, for their, or any of their better livelyhood, maintenance, education, and preferment in Marriage, for and during ſuch time and term, and until ſuch time, as ſuch ſaid Daughter or Daughters, or other perſon or perſons, to her, or their, or any of their uſes, to whom ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment, ſhall be ſo had or made, as is aforeſaid, or may, or without Fraud, Covin, or Colluſion, might have lawfully (of the Rent, Iſſues, and Profits yearly coming, growing, ariſing, or renewing of the ſaid Premiſſes, ſo to be given, granted, demiſed, deviſed, limited, or appointed, or of ſuch Fines, or other Caſualties, as ſhall or may without Fraud or Coven be received, to or for the Occupation or enjoying thereof, or of any part thereof) received, perceived, and taken, all ſuch Sum and Sums of Money, as ſhall, or otherwiſe might ſuffice to content, ſatisfie, and pay unto one ſole Daughter, if there be no more (of him or them, which ſhall or may by the true meaning of this preſent Indenture, and of the uſes therein limited and appointed, make ſuch ſaid Guift, Grant, Demiſe, Deviſe, Limitation, and Appointment, at the time of his or their death, to be living, and not married, nor otherwiſe ſufficiently preferred as aforeſaid) the whole and juſt Sum of pounds, of good and lawful Money of *England*, for and towards the Education, Livelyhood, Maintenance, and preferment in Marriage,

Power to make proviſion for Daughters.

as is aforeſaid, of the ſame ſole and only Daughter: And if there happen to be more then one Daughter, then for and till ſuch time as ſuch ſaid Daughters, or ſuch other perſon or perſons, to whom any ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment, ſhall be ſo had or made, to the uſe of ſuch ſaid Daughter, or any of them, as is aforeſaid, ſhall or may, as without Fraud, Covin, or Colluſion, might have lawfully, (of the Rents, Iſſues, and Profits yearly growing, ariſing, or renewing, of, or in the ſaid Mannors and Premiſſes, ſo to be given, granted, demiſed, deviſed, limited, or appointed, for that purpoſe or intent) might ſuffice to content, ſatisfie, and pay unto ſuch Daughters of him or them which ſhall be, or may by the true meaning of theſe Preſent Indentures, and of the uſes therein limited and appointed, make ſuch ſaid Grant, Deviſe, Demiſe, Limitation or Appointment, and having more then one Daughter at the time of his or their death to be living, and not marryed, or otherwiſe ſufficiently preferred, as is aforeſa'd, That is to ſay, to either and every of them, the whole and juſt Sum of &c. of lawful money of *England*, for and towards their and every of their Education, Livelyhood, Maintenance, and Preferment in Marriage, or otherwiſe, as is aforeſaid, ſo as the ſaid Gift, Deviſe, Limitation, or Appointment, be no incumbrance to or for any Lands, Tenements, or Hereditaments, to be demiſed, deviſed, or leaſed, or ſetled in Joynture to any Woman or Women, according to the form or effect of theſe preſents, for or concerning the ſame Deviſes, Leaſes, or Grants, or any of them. Provided alſo, and it is moreover fully agreed, teſtified and declared, by and between the ſaid parties to theſe Preſents, and every of them, That if the ſaid *J. C.* party to theſe preſents, ſhall at any time during his life, by any Writing to be by him ſealed with his ſeal, and ſubſcribed with his name, in the preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing to be ſealed and ſubſcribed as is aforeſaid, declare or ſignifie his Will, Mind, or Intent, to be to revoke, determine, or make void the Uſes or Eſtates in and by theſe preſents limited, of, for, or concerning the ſaid Mannor of *M.* in the ſaid County of *W.* or any part thereof; That then and from thenceforth the ſaid Uſes and Eſtates in or by theſe preſents limited, of, for, or concerning the ſaid Mannor of *T.* &c and the ſaid Premiſſes in *R.* or of ſuch part thereof, of, for, or concerning the which, ſuch declaration or ſignification as is aforeſaid ſhall be made, (Saving and excepting all Leaſes and Demiſes to be made, by and according to the intent and true meaning of theſe preſents) ſhall ceaſe and determine, and ſhall be utterly void and of none effect: And that then and from thenceforth the ſaid Recovery or Recoveries, and Aſſurances, ſhall be and enure, and the Recoverers and Recoverer, and parties thereunto, and their Heirs, ſhall from and after ſuch declaration or ſignification as is aforeſaid, ſtand and be ſeized of the laſt mentioned Mannors and Premiſſes, or of ſuch part thereof, whereof ſuch declaration or ſignification aforeſaid ſhall be made, to ſuch Uſes, Intents and Purpoſes as the ſaid *J. C.* the Father ſhall in or by ſuch Writing, or laſt Will and Teſtament as is aforeſaid, (or by any other Writing or laſt Will to be ſealed as is aforeſaid and ſubſcribed) limit or declare: And for want of ſuch limitation or declaration, To the only uſe and behoof of the

Power of Revocation.

the ſaid *J. G.* the Father, and to his Heirs for ever. Provided likewiſe, and it is alſo agreed, teſtified, and declared, by and between the ſaid parties to theſe preſents, and every of them, That if the ſaid *J. C.* the Father, ſhall at any time during his life, by any ſuch Writing or laſt Will or Teſtament as is aforeſaid, to be ſo ſealed and ſubſcribed as is aforeſaid, declare or ſignifie his Will, Mind, or Intent, to be to revoke, determine, or make void the Uſes or Eſtates in and by theſe preſents limited, or for or concerning the whole Premiſſes, or any part thereof, and ſhall by the ſame Writing or laſt Will and Teſtament, or by any other Writing or laſt Will to be ſo ſealed and ſubſcribed as is aforeſaid, limit or declare the ſame Premiſſes, or ſuch part thereof, whereof ſuch Signification or Declaration as is aforeſaid ſhall be made, to be to the uſe of the ſaid *J. C.* the Father, for the term of his life, without Impeachment of or for any manner of Waſte, and with ſuch and the like power to him to make Leaſes and Joyntures as is aforeſaid; and from and after his deceaſe, To the uſe of the ſaid *J. C.* the Son, and of the Heirs males of his body iſſuing: And for default of ſuch Iſſue, to the uſe of the Heirs males of the body of the ſaid *J. C.* the Father iſſuing; And for default of ſuch Iſſue, to the uſe of *A. B.* and the Heirs males of his body iſſuing: And for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *J. C.* the Father for ever: That then and from thenceforth the ſaid Uſes and Eſtates, firſt herein before limited, of, for, or concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch declaration or ſignification, as aforeſaid, ſhall be made, (Saving and accepting all Leaſes, Demiſes, & Joyntures, to be made, by and according to the true intent and meaning of theſe preſents) ſhall ceaſe and determine, and ſhall be utterly void and of none effect. And then, and from thenceforth, the ſaid Recovery and Recoveries ſhall be and enure: And the Recoverors or Recoveror, and parties thereunto, and their Heirs, ſhall from and after ſuch Declaration or Signification as is aforeſaid, ſtand and be ſeized of the ſaid whole Mannors and Premiſſes, or ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made, to the uſe of the ſaid *J. C.* the Father, for the term of his life, without Impeachment of or for any manner of Waſte: And with ſuch and the like power to him, to make Leaſes and Joyntures as is aforeſaid; and from and after his deceaſe, to the uſe of the ſaid *J. C.* the Son, and of the Heirs males of his body iſſuing, and for default of ſuch Iſſue, to the uſe of the Heirs males of the body of the ſaid *J. C.* the Father iſſuing: And for default of ſuch Iſſue, to the uſe of the ſaid *A. B.* and of the Heirs males of his body iſſuing: And for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *J. C.* the Father for ever. And moreover, it is provided, agreed, teſtified, and declared, by and between the ſaid parties to theſe preſents, and every of them, That if the ſaid *J. C.* the Father, ſhall at any time during his life, by any Writing to be by him ſealed with his ſeal, and ſubſcribed with his name, and conſent, ſubſcribed and ſealed by the ſaid or any 2. of the laſt named, in the preſence of 2. or more Witneſſes, ſhall declare or ſignifie his Will, Mind, or Intent to be, to revoke, determine, or make void the Uſes or Eſtates, in and by theſe preſents limited, of, for, or concerning the whole Premiſſes, or any part thereof, That then and from thenceforth the ſaid Uſes and Eſtates, in and by theſe preſents limited,

A Power of Revocation.

Power to make void any Eſtate

limited, of, for, or concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch Declaration or Signification as is aforeſaid ſhall be made (Saving and excepting all Leaſes, Demiſes, and Joyntures to be made, by or according to the intent and true meaning of theſe preſents) ſhall ceaſe, end and determine, and ſhall be utterly void and of none effect. And that then and from thenceforth, the ſaid Recovery and Recoveries, and every of them ſhall be and enure, and the ſaid Recoverors or Recoveror, and parties thereunto, and their Heirs, ſhall from and after ſuch Declaration or Signification, as is aforeſaid, ſtand and be ſeiſed of the ſaid whole Premiſſes, or of ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made, to ſuch uſes, intents, and purpoſes as the ſaid *J. C.* the Father ſhall, in or by ſuch Writing as is laſt aforeſaid, or by any other Writing to be ſo ſealed and ſubſcribed as is laſt aforeſaid, limit or declare; and for want of ſuch limitation or declaration, to the only uſe and behoof of the ſaid *J. C.* the Father and his Heirs. Provided alwayes, and it is further agreed, teſtified and declared by and between the ſaid Parties to theſe Preſents, and every of them, That if the ſaid *J. C.* the Father ſhall happen to over-live the ſaid *J. C.* the Son, and that there ſhall not be any Iſſue male of the body of the ſaid *J. C.* the Son living, or in *ventre ſa mere*; Then if the ſaid *J. C.* the Father ſhall at any time after ſuch dying of the ſaid *J. C.* the Son, without any Iſſue male of his Body, by any Writing to be by him the ſaid *J. C.* the Father ſealed with his ſeal, and ſubſcribed with his name, in the preſence of two or more Witneſſes; or by his laſt Will and Teſtament in writing to be ſealed and ſubſcribed as is aforeſaid, declare or ſignifie his Will, Mind, or Intent to be, to revoke, determine, and make void the Uſes or Eſtates, in and by theſe preſents limited, of, for, or concerning the whole Premiſſes, or any part thereof; That then and from thenceforth the ſaid Uſes and Eſtates, in and by theſe preſents limited, of, for, and concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made (Saving and Excepting all Leaſes, Demiſes, and Joyntures to be made according to the intent and true meaning of theſe Preſents), ſhall ceaſe, end, and determine, and ſhall be utterly void and of no effect. And that then, and from thenceforth, the ſaid Recovery and Recoveries, and every of them, ſhall be and enure; and the ſaid Recoverors and Parties thereunto, and their Heirs, ſhall from and after the Declaration and Signification (as is aforeſaid) ſtand and be ſeized of the ſaid whole Premiſſes, or of ſuch part thereof, whereof ſuch Declaration or Signification (as is aforeſaid) ſhall be made, To ſuch uſes, intents, and purpoſes, as the ſaid *J. C.* the Father ſhall, in or by ſuch Writing as is aforeſaid, or by his laſt Will and Teſtament in writing, or by any other writing to be ſealed and ſubſcribed (as is aforeſaid) limit or declare; and for want of ſuch limitation or declaration, to the only uſe and behoof of the ſaid *J. C.* the Father and his Heirs.

Proviſo to revoke if iſſue male dye.

A Proviſo *to make void a Leaſe for Non-performance of Covenants.*

PRovided alwayes, That if it ſhall happen the ſaid yearly Rent of 30 l. or any part thereof, to be behind and unpaid by the ſpace of 28 dayes next after any of the ſaid Feaſt-dayes, at which the ſame ought to be paid; Or that the ſaid demiſed Premiſſes, and every part thereof ſhall not be repaired, according to the Covenant in that behalf made: Or if the ſaid *A. B.* his Executors or Adminiſtrators, do or ſhall let the Premiſſes, or any part thereof, or ſhall Aſſign his whole Term, or any part thereof, without the licence of the ſaid *C. D.* his Heirs or Aſſigns, under his hand and their hand and ſeal; That then it ſhall and may be lawful, to and for the ſaid *C. D.* his Heirs and Aſſigns, into the demiſed Premiſſes to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as in his or their former Eſtate; This Indenture or any thing therein contained, to the contrary thereof in any wiſe notwithſtanding.

Recoveries, Precipes, Warrants of Attorney, and Writs of Entry.

A Warrant of Attorney, to confeſs a Judgment in the Kings-Bench.

To Mr. A. K. *or any other Attorney in the* Kings-Bench *Court.*

I Pray you appear, and file a Common-Bail for me *T. G.* in the ſaid Court of *Kings-Bench*, at *W.* in *M.* Term next, and there confeſs or ſuffer a Judgment to paſs by Default againſt me the ſaid *T. G.* at the Suit of *W. J.* for a 100 *l.* Debt by Bond, with Coſts of Suit: And for ſo doing, this ſhall be your ſufficient Warrant, Dated the 10th Day of *Auguſt*, 1653.

A Warrant to confeſs a Judgment.

I Pray you appear for me *E. A.* this preſent *H.* Term, at the Suit of *J. B.* and file a Common Bail in the *Kings Bench* at *W.* at his Suit, and upon a Declaration of 800 *l.* Debt upon a Bond, to be put in againſt me at the Suit of the ſaid *J. B.* I pray confeſs the ſame by *Non ſum informatus*, or otherwiſe, ſo that Judgment may be preſently entred againſt me thereupon, and for ſo doing, this my hand and ſeal ſhall be your ſufficient Warrant, Dated the 28th day of *J. Anno Dom.* 1649.

Sealed and delivered
in the preſence of

A Warrant to acknowledge ſatisfaction.

Mr. *R. A.*

I Pray acknowledge ſatisfaction upon Record, for the Judgment which was entred in the *Kings Bench* in *M.* Term, 17 *Car.* againſt *T. I.* Gentleman at the Suit of me *R. T.* for 30 *l.* Debt, and 20 *s.* for Coſts of Suit, and this ſhall be your ſufficient diſcharge therefore, Witneſs my hand and ſeal this 10 day of *O.* 1644.

Sealed and delivered
in the preſence of

A Warrant to ſummon Witneſſes to appear to a Commiſſion.

BY vertue of his Majeſties Commiſſion to us and others directed out of his Highneſs Court of Exchequer, for the examination of Witneſſes, in a Cauſe here depending between *R. W.* Plaintiff, and *C. D.* Defendant, Theſe are therefore to require you, and in his Majeſties name, ſtraightly to charge and command you, that you and every one of you, whoſe names are hereunder written, do perſonally appear before us, or any two of us, at *C.* within the County of *W.* at the Sign of &c. upon the day of &c. next enſuing the date hereof, to be examined upon ſuch Interrogatories, as then and there ſhall be adminiſtred on the part and behalf of the ſaid Plaintiff unto you, and hereof fail you not, as you and every of you will anſwer the contrary at your perils. Given under our Hands and Seals, the day of &c.

A Letter ſent by Commiſſioners, to give notice to thoſe whom it concerns, when they will execute their Commiſſion, that they may attend.

WHereas a Commiſſion, iſſuing out of his Majeſties High Court of *Chancery*, is directed to Us, and others, to inquire upon the Statutes of 43 of Queen *Eliz.* concerning the mis-imployment of Lands, Tenements, good Stocks of Money, &c. given, limited, or appointed to Charitable Uſes; Theſe are to give you, and every of you notice, that we intend to execute the ſaid Commiſſion, upon the day of &c. next enſuing the date hereof, at N. by 8 of the Clock in the morning of the ſame day; to the end, that you,

or ſome of your Solliciters and Attorneys, may attend his Majeſties Commiſſioners on that day, and give ſatisfaction, why you, or ſome of you, do detain 30 *l.* given by *W. P.* to the Town of *M.* for the relief and maintenance of *E.* and *A. B.* Brother and Siſter of the ſaid *W.*

Given under our Hands and Seals, the Day of &c.

To P. G. S. P. *and* K. *his Wife.*

A Recovery with ſingle Voucher.

Eſſex ſſ. PRec. *G. C.* Ar. quod juſte &c. redd. *R. C.* & *R. J.* unum meſſuagium & quatuor acras terre cum pertin. in *T.* que clam. &c. Et in que &c. Et niſi &c.

Eſſex. ſſ. G. C. po. loco ſuo *U. M.* & *M. M.* Attorn. ſuos conjunctim & d. viſim verſus *R. C.* & *R. J.* de placito terræ ad lucrand. vel perdendum.

A Recovery with double Voucher.

Derby ſſ. PRec. *N. L.* & *M.* uxor. ejus, quod juſte &c reddant *T. S.* & *T. C.* Maner. de *M. N.* & *P.* cum pertin. ac triginta meſuagia, triginta toſta, quinque molendina, triginta gardina, mille acras terræ, mille acras prati, quinquaginta acras paſturæ, quadraginta acras boſci, mille acras moræ, centum acras jampnorum & bruer. & tres libras reddit. cum pertin. in *N. M. P. P.* & *B.* que clam. eſſe jus & hereditat. ſuam. Et in que idem *N.* & *M.* non habent ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine Judicio fecit præfat. *T.* & *M.* infra 30 annos jam ultim. elapſos ut dicitur unde quer. &c. Et niſi &c.

N. L. & *M.* uxor ejus po. loco ſuo *T. B.* & *W. B.* Attorn. ſuos conjunctim & diviſim verſus *T. S.* & *T. C.* de placito terræ ad lucrandum vel perdendum.

W. B. & *T. F.* quos *N. L.* & *M.* uxor ejus vocant ad war. po. loco ſuo *P. P.* & *Q. Q.* Attorn. ſuos conjunctim & diviſim de placito terræ ad lucrandum vel perdendum.

A Recovery with treble Voucher.

Norff. ſſ. PRec. *R. B.* & *C. S.* quod juſte &c. reddant *A. T.* Ar. manerium de *B.* cum pertin. ac viginti meſſuagia, duodecim toſta, quatuor columbar. mille acras terre, centum acras prati, centum acras paſturæ, ducent. acras jampnorum & bruere, centum acras moræ, & triginta ſolidos & unum obolum reddit. Ac reddit unius libræ & dimid. piperis, & unius grani piperis cum pertin. in *B.* & *D.* ac liberam piſcariam in aqua de *W.* Necnon advocationem Eccleſiæ de *B.* que clam. &c.

Norff. ſſ. *R. B.* & *C. C.* pon. loco ſuo *W. B.* & *R. R.* Attorn. ſuos conjunctim & diviſim verſus *A. T.* de placito terræ.

Norff. ſſ. *M. M.* gen. quem *R. B.* & *C. C.* voc. ad war. po. loco ſuo *J. J.* & *L. L.* Attorn. ſuos conjunct. & diviſim verſus *A. T.* de placito terræ.

Norff. ſſ. *G. W.* gen. quem *M. M.* voc. inde ad war. po. loco ſuo *R. G.* & *R. S.* Attorn. ſuos conjunctim & diviſim verſus *A. T.* de placito terræ.

Oxon ſſ. Prec. *T. H.* & *S. T.* quod juſte &c. reddant *A. N.* mil. & *J. W.* mil. Quendam annualem redditum tres decem librarum, & ſex ſolidorum exeun. de Maner. de *H.* que clam &c.

A Recovery with a ſingle Voucher.

CAroluſ Secundus, Dei Gratia Anglie, Scotie, Francie, & Hibernie Rex, fidei Defenſor &c. Omnibus ad quos preſentes Litere noſtre pervenerint, ſalutem. Sciatis quod inter placita terre irrrotulat. apud Weſtm. coram *O. B.* Mil. & Baronetto, & ſociis ſuis Juſtic. noſtris de Banco de Termino Sancte Trinitatis, Anno Regni noſtri XIV. rotulo primo continetur ſic: *Suſſex ſſ.* *F. C.* Ar. & *F. R.* generoſ. in propr is perſonis ſuis pet. verſus *T. E.* Ar. decem Meſuagia, decem Gardina, Octingentas acras terre, Quadraginta acras prati, Centum acras paſture, Sexaginta acras boſci, & mille & quingentas acras jampnorum & bruere, cum pertin. in *H.* & *W.* ac medietatem Forreſte de *W.* Necnon quartam partem manerii de *H.* cum pertin. ut jus & hereditatem ſuam, & in que idem *T.* non habet in greſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fec. preſat. *F.* & *F.* infra triginta annos &c. Et unde dic. quod ipſimet fuerunt, ſeiſit. de tenementis, medietate, & quarta parte predictus cum pertin.

in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiend. inde explec. ad valent. &c. Et in que &c. Et inde produc. ſectam, &c. Et prædictus *T.* in propria perſona ſua ven. & defend. jus ſuum quando, &c. Et voc. inde ad warrant. *E. W.* qui preſens eſt hic in Curia in propria perſona ſua. Et gratis tenementa, medietatem & quartam partem predict. cum pertinentiis ei warrant. &c. Et ſuper hoc predicti *F.* & *F.* pet. verſus ipſum *E.* Tenent. per warrant. ſuam tenementa, medietatem, & quartam partem predict. cum pertin. in forma predicta &c. Et unde dic. quod ipſimet fuerunt ſeiſit. de tenementis, medietate, & quarta parte predict. cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam &c. Et in que &c. Et inde produc. Sect. Et predictus *E.* tenens per war. ſuam defend. jus ſuum quando &c. Et dic. quod predictus Hugo non diſſeiſivit preſat *F.* & *F* de tenementis, medietate, & quarta parte predict. cum pertin. prout iidem *F.* & *F.* per breve & narrationem ſua predicta ſuperius ſuppon. Et de hoc pon. ſe ſuper patriam &c. Et predicti *F.* & *F.* pet. licentiam inde interloquendi, & hab. bent &c. Et poſtea iidem *F.* & *F.* reven. hic in Cur. iſto eodem Termino in propriis perſonis ſuis. Et prædictus *E.* licet ſolem. exact. non reven. ſed in contempt. Cur. receſſit & defalt. fac. Ideo conſ. eſt quod predicti *F.* & *F.* recuperent ſeiſinam ſuam verſus preſat. *T.* de tenementis, medietate, & quarta parte predictis cum pertin. Et quod idem *T* habeat de terra predicti *E.* ad valentiam &c Et idem *E.* in unam, &c. Et ſuper hoc predicti *F.* & *F.* pet. breve Domini Regis Vic. Com. pred &. dirigend. de habere faciend eis plenariam ſeiſinam de tenementis, medietate, & quarta parte predictis cum pertin. Et eis conceditur retornabile hic in Octabis Sancti Michaelis &c. Que omnia & ſingula ad requiſitionem predictorum *F.* & *F.* tenore preſentium duximus exemplificand. In cujus rei teſtimonium, &c.

A Recovery with double Voucher.

CAROLUS Secundus Dei Gratia Angl. Scot. Franc. & Hiberniæ Rex, Fidei Defenſ. &c. Omnibus ad quos preſentes litere noſtre pervenerint, Salutem. Sciatis quod inter placita de placitis terre irrotulat. apud Weſtm. coram *O. B.* milite et Ba. & ſociis ſuis Juſtic. noſtris de Banco de Termino Sanctæ Trinitat. Anno Regni noſtri xiv. Rot. xx. contin. ut ſic. Suſſex ſſ. *E. B.* vidua in propria perſona ſua pet. verſus *T. N.* & *F. K.* unum Meſſuagium, unum Gardinum, viginti acr. ter. viginti acr. prati, & viginti acr. paſturæ, decem acr. boſci, & decem acr. jampnorum & bruere cum pertin. in *H.* ut jus & hereditatem ſuam, & in que iidem *T.* & *F.* non habent ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fecit preſate *E.* infra Triginta annos jam ultimos elapſos, &c. Et unde dic. quod ipſamet fuit ſeiſita de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini *R.* nunc capiend. inde explec. ad valentiam, &c. Et in que &c. Et inde produc. Sectam, &c.

&c. Et prædicti *T.* & *F.* in propriis perſonis ſuis ven. & defend. jus ſuum quando, &c. Et voc. inde ad War. *W. B.* qui preſens eſt hic in Cur. in propria perſona ſua, & gratis tenementa prædicta cum pertin. eis war. &c. Et ſuper hoc prædicta *E.* pet. verſus ipſum *W.* tenen. per War. ſuam tenementa prædicta cum pertin. in forma prædicta, &c. Et unde dic. quod ipſamet fuit ſeiſita de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valent. &c. Et in que, &c. Et inde produc. ſectam, &c. Et prædictus *W.* tenens per. War. ſuam defend. jus ſuum quando, &c. Et ulterius voc. inde ad War. *D. H.* qui ſimiliter preſens eſt hic in Curia, in propria perſona ſua, & gratis tenementa præd. cum pertin. ei war. &c. & ſuper hoc prædicta *E.* petit verſus ipſum *D.* tenen. per war. ſuam tenementa prædicta cum pertin. in forma prædicta, &c. Et unde dic. quod ipſamet fuit ſeiſita de tenementis præd. cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore domini Regis nunc capiend. inde explec. ad valentiam, &c. & in que, &c. & inde produc. ſectam, &c. Et prædictus *D.* tenens per war. ſuam defend. jus ſuum quando, &c. Et dic. quod prædictus Hugo non diſſeiſ. præfat *E.* de tenementis predictis cum pertin. prout eadem *E.* per breve & narrationem ſua prædicta ſuperius ſuppon. & de hoc pon. ſe ſuper patriam, &c. Et predicta *E.* petit licenc. inde interloquendi, & habet, &c. & poſtea eadem *E.* reven. hic in Curia, iſto eodem Termino, in propria perſona ſua. Et prædictus *D.* licet ſolempnit. exact. non reven. ſed in contempt. Curiæ receſſit & defalt. fac. Ideo conſ. eſt quod præd. *E.* recuperet ſeiſinam verſus præfat. *T.* & *F.* de tenementis præd. cum pertin. & quod iidem *T.* & *F.* habeant de terr. præd. *W.* ad valentiam, &c. et quod idem *W.* ulterius habeat de terr. præd. *D.* ad valenc. &c. & idem *D.* in unam &c. Et ſuper hoc prædicta *E.* petit breve domini Regis Vic. Com. præd. dirigend. de habere faciendo ei plenariam ſeiſinam de tenementis prædictis cum pertin. & ei conceditur retornabile hic indilate, &c. & poſtea ſcil. v. die *J.* iſto eod. Termino ven. hic in Curia præd. *E.* in propria perſona ſua: Et Vic. viz N. P. Ar. modo mand. quod ipſe virtute brevis illius ſibi direct. xxviii. die *J.* ult. preterit. habere fec. præfat *E.* plenariam ſeiſinam de tenementis prædict. cum pertin. prout per breve illud ſibi preceptum fuit, &c. Que omnia & ſingula ad requiſitionem prædicta *E.* tenore preſentium duximus exemplificand. In cujus rei teſtimon. ſigillum noſtr. ad brevia in Banco prædicto ſigilland. deputat. preſentibus apponi fecimus *T. O. B.* apud Weſtm. quinto die Anno regni noſtri xv.

A Recovery with double Voucher by Warrants of Attorney.

K *Anc. ſſ. J. N.* generoſus in propria perſona ſua petit verſus *N. N.* generoſum, unum meſſuagium, viginti acras terræ, tres acras prati, quatuordecim acras paſturæ, & quinque acras boſci, cum pertin. in *H.* et *E.* jus & hereditatem ſuam. Et in quæ idem *Nich.* non habet ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fec. præfat.

preſat. *Johanni* infra triginta Annos, &c. Et unde dic quod ipſemet fuit ſeiſit. de tenementis predicti cum pertin. dominico ſuo ut de feodo & jure tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. Et in que, &c. Et inde produc. ſectam &c.

Et prædictus *Nicholaus* per *G. A.* Attorn. ſuum ven. & defend. jus ſuum quando, &c. & alias voc. inde ad War. *J. W.* viduam qui modo per ſum. ei in Com. prad. fact. per *E. H.* Attorn. ſuum ſimiliter ven. & gratis tenements prædict. cum pertin. præfat. *Nich.* War. &c. Et ſuper hoc prædict. *Johannes* petit verſus ipſam *Johannem* tenen. per War. ſuam tenements prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. & in que, &c. Et inde prod. ſectam, &c.

Et prædict. *Johanna* tenens per War. ſuam defend. jus ſuum quando, &c. & ulterius voc. inde ad War. *G. H.* qui preſens eſt hic in Curia in propria perſona ſua, & gratis tenements præd. cum pertin. ei War. &c. & ſuper hoc prædictus *Johannes* petit verſus ipſum *Georg.* tenen. per War. ſuam tenements præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis, cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. & in que, &c. & inde produc. ſectam, &c.

Et prædictus *Georg.* tenens per War. ſuam defend. jus ſuum quando, &c. & dic. quod prædictus Hugo non diſſeiſivit præfat. *Johannem* de tenementis præd cum pertin. prout idem *Johannes* per breve & narrationem ſua præd. ſuperius ſuppon. & de hoc pon. ſe ſuper. patriam &c.

Et prædictus *Johannes* petit licentiam inde interloquendi, &c. & habet, &c. Et poſtea idem *Johannes* reven. hic in Curia iſto eodem Termino, in propria perſona ſua, & prædictus *Georgius* ſolempniter exact. non reven. ſed in Contempt. Curiæ receſſit, & defalc. fec. Ideo conc. eſt, quod prædictus *Johannes* recuperet ſeiſinam ſuam verſus præfat. *Nich.* de tenementis prædictis cum pertin. & quod idem *Nich.* habeat de terra prædict. *Johanne* ad valentiam, &c. Et quod eadem *Johanna* ulterius habeat de terra prædict. *Georgii* ad valentiam, &c. & eidem *Georgius* in pnam, &c. Et ſuper hoc prædictus *Johannes* pet. breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de tenementis prædictis cum pertin. & ei concedit. retornabile hic in Octabis Sanctæ Trinitatis, &c. ad quem diem hic ven. prædictus *Johannes* in propria perſona ſua. Et Vic. videl. *Nich. Toke* Armig. modo mand. quod ipſe virtute brevis illius ſibi direct. duodecimo die *Junii* ult. præterit habere fec. præfat. *Johanni* plenariam ſeiſinam de tenementis prædictis cum pertin. prout per breve illud ſibi precept. fuit, &c.

Recv-

Recoveries.

ff. HA. in propria perſona ſua petit verſus *V. D.* gen. duo Meſſuagia, & ſex gardina cum pertin. in *D.* ut jus & hereditatem ſuam, & in que idem *V.* non habet ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fec. preſat. *W.* infra triginta Annos, &c. *Oxon. Intratio Recuperationis.*

Et præd. *V.* per *B. A.* Attorn. ſuum ven. & alias voc. inde ad War. *M. J.* Ar. qui modo per ſum. ei in Com. prædict. fact. per *J. C.* Attorn. ſuum ſimil. ven. & gratis tenementa prædict. cum pertin. ei War. &c. & ſuper hoc præd. *W.* petit verſus ipſum *M.* tenen. per War. ſuam tenementa præd cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis præfict. cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. & in que, &c. & inde produc. ſectam, &c.

Et prædictus *M.* tenens per war. ſuam defend. jus ſuum quando, &c. & ulterius voc. inde ad war. *Edwardum Howſe* qui ſimil. preſens eſt hic in Curia in propria perſona ſua, & gratis tenementa præd. cum pertin. ei war. &c. & ſuper hoc prædict. *W.* petit verſus ipſum Edwardum tenen. per war. ſuam tenementa præd. cum pertin. in forma præd. &c. & unde, &c. ut ſupra. Et præd. *Edwardus* tenens per war. ſuam defend. jus ſuum quando, &c. & dic. quod prædictus Hugo non diſſeiſivit prefat. *J. W.* de tenementis prædictis cum pertin. prout idem *W.* per breve & narrationem ſua præd. ſuperius ſupponit. & de hoc pon. ſe ſuper patriam, &c.

Et prædictus *W.* petit licentiam inde interloquendi, & habet, &c. & poſtea idem *W.* reven. hic in Curia iſto eodem Termino in propria perſona ſua, & prædictus *Edwardus* licet ſolempniter exact. non reven. ſed in contempt Curiæ receſſit, & defalt. fec. Ideo conc. eſt quod prædictus *W.* recuperet ſeiſinam ſuam verſus præfat. Antonium de tenementis prædictis cum pertin. &c. & quod idem *V.* habeat de terra præd. *M.* ad valentiam, &c & quod idem *M.* ulterius habeat de terra præd. Ed. ad valentiam, &c. & idem *Ed.* in unam, &c. & ſuper hoc prædictus *W.* petit breve Domini Regis Vic. Com. præd. dirigend. de habere faciend. ei plenar. ſeiſinam de tenementis præd. cum pertin. & ei conceditur retornabile hic *A* die Sancti Michaelis in unum menſem, &c. ad quem diem hic ven. præd. *Johannes* in propria perſona ſua. Et Vic. vid. *E. B.* modo mand. quod ipſe virtute brevis illius ſibi direct. xxvi. die Octob. ult. preterit. habere fec. pref *W.* plenam ſeiſinam de tenementis prædictis cum pertin. prout per breve illud ſibi precept. fuit, &c.

Alias, prout patet Termino Paſchæ ult. præterito, rotulo Clix. continetur ſic: Somerſ. ff. *H. S.* miles Balnei & Baronet. in propria perſona ſua petit verſus *H. H.* gen. duo meſſuagia, duo gardina, cum pertin. in *D.* ut jus & hereditatem ſuam, & in que idem *H.* non habet ingreſſ. niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fec. prefat. *H. S.* infra trigin. Annos, &c. & inde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis

dictis cum pertin. dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. & in que, &c. & inde produc. ſectam, &c.

Et prædictus *H.* in propria perſona ſua ven. & defend. jus ſuum quando, &c. voc. inde ad war. *T. P.* ſum. in Com. præd. habeat eum hic in Craſt. Sanctæ Trinit. per auxil. Curiæ, &c. Idem dies dat. eſt partibus prædictis, &c. & ſuper hoc prædictus *H.* pon. loco ſuo *S. M.* & *J. K.* Attorn. ſuos conjunctim & diviſim verſus preſat. *H. S.* de prædicto placito, &c. Ad quem diem hic ven. tam prædictus *H. S.* in propria perſona ſua, quam prædictus *H.* per prædict. *S. M.* Attorn. ſuum & prædictus *T.* ſum. &c. per *W. H.* Attorn. ſuum ſimil. ven. & gratis tenements prædict. cum pertin. ei war. &c. & ſuper hoc prædictus *H.* petit, &c. al. &c.

Alias, prout patet Termino Paſchæ ult. preterito, rotulo xix. continet. ſic: Oxon, ſſ. *S.* generoſus & *G. P.* in propriis perſonis ſuis pet. verſus *B. L.* & *J. H.* quatuor meſſuagia, & octo gardina cum pertin. in *N.* ut jus & hereditatem ſuam, & in que iidem *B.* & *J.* non habent ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fec. preſat. *S.* & *G.* infra triginta Annos, &c. & unde dic. quod ipſimet fuer. ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. & in que, &c. & inde produc. ſectam, &c. Et præd. *B.* & *J.* in propriis perſonis ſuis, ven. & defend. jus ſuum quando, &c. & voc inde ad war. *G C.* Ar. ſum. in Com. prædict. habeant eum hic à die Sanctæ Trin. in tres Sept. per Auxil. Curiæ, &c. Idem dies dat. eſt partibus prædictis hic, &c. Et ſuper hoc prædictus *B.* et *J.* pon. loco ſuo *S. M.* & *J. G.* Attorn. ſuos conjunctim et diviſim verſus preſat *S.* et *G. P.* de præd. placito, &c. Ad quem diem hic ven. tam præd. *S.* et *G. P.* in propriis perſonis ſuis, quam præd. *B.* et *J.* per *S. M.* Attorn. ſuum et predictus *G. C.* ſum. &c. per *M. S.* Attorn. ſuum ven. et gratis tenementa præd ct. cum pertin. preſat *B.* et *J.* war. &c. et ſuper hoc prædict. *S.* et *G. P.* pet. verſus ipſum *G. C.* tenen. per war. ſuam tenementa præd. cum pertin. in forma præd. &c. et unde, dic. quod ipſimet fuerunt ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valent. &c. Et in que &c. et inde produc. ſectam, &c.

Warran. Attornat.

Et prædictus *G. C.* tenens per war. ſuam defend. jus ſuum quando, &c. et ulterius voc. inde ad war. *T. C.* gen. fil. et hæred. apparen. preſat. *G* in Com. præd. habeat eum hic in Octabis Sancti Martini per Auxil. Curiæ, &c. Idem dies dat. tam preſat. *S.* et *G. P.* quem preſat. *G C.* tenen. per war. ſuam hic, &c. Ad quem diem, ſcil. ad prædict. Octab. Sancti Martini hic ven. tam. prædict. *S.* & *G, P.* in propriis perſonis ſuis, quam prædictus *G. C.* per Attorn. ſuum prædictum quem prædict. *B.* et *J.* voc. inde ad war. & Vic. nihil inde fec. nec breve unius. Ideo ſicut prius prædictus *T.* ſum. quod ſit hic in Craſtino Purificationis beatæ Mariæ ad war prædict. *G. C.* in forma præd. &c. Idem dies dat. eſt tam preſat. *S.* et *G. P.* quam preſat. *G. C.* tenen. per war. ſuam hic, &c.

Alias,

Alias, prout patet Termino Paſchæ Anno Regni Domini Regis nunc Angl. quartodecimo, Rot. CXLV. continetur ſic: Leic. ſſ. *T. D.* gen. et *B. D.* Ar. in propriis perſonis ſuis, pet. verſus *J. D.* Ar. & *G. R.* gen. quinquaginta acras prati (ut in aliis.) Et ſuper hoc iidem *T. B.* et *D.* dic. quod idem *B.* eſt Vic. Com. prædict. et ea de cauſa pet. breve Domini Regis de habere faciend. eis plenar. ſeiſinam de tenementis prædictis cum pertin. Coronatoribus Com. præd. dirigend. Et quia ſatis conſtat Cur. hic per retorn. brevium Com. præd. hic in Cur. reſiden. quod allegat. præd. vera exiſtit. Ideo prec. eſt Coronatoribus Com. præd. quod habere fac. prefat. *T. D.* et *B.* plenar. ſeiſinam de tenementis prædict. cum pertin. et qualit. &c. iidem Coronatores conſtare fac. hic Indilate, &c. Poſtea ſcil. decimo Octavo die *Junii* iſto eodem Termino ven. hic in Cur. præd. *T. D.* et *B.* in propriis perſonis ſuis, et Coronatores dicti Domini Regis Com. præd. videlicet, *T. L.* gen. et *N. G.* gen. modo mand. quod ipſi virtute brevis illius eis direct. quartodecimo die *Junii* ult. preterit. habere fec. prefat. *T. D.* et *B.* plenar. ſeiſinam de tenementis prædictis cum pertin. prout per breve illud eis prec. fuit, &c.

Breve de habere faciend. direct. Coronat.

Carolus Secundus Dei Gratia, Angl. Scotiæ, Franciæ, & Hiberniæ Rex, Fidei Defenſor, &c. Omnibus ad quos preſentes litere noſtre pervener. ſalutm. Sciatis quod inter Placita terræ irrotulat. apud Weſtm. coram *Orlando* Bridgeman Milite et Baronetto & Sociis ſuis Juſtic. noſtris de Banco de Termino Sanctæ Michaelis Anno Regni noſtri xiiii. Rot. xii. continet. ſic: Midd. ſs. *J. D.* gen. in propria perſona ſua, petit. verſus *A. L. Jun.* gen. un. Meſſuag. &c. prout ſequitur in intratione proxime ſequent. uſque prout per breve illud ſibi precept. fuit, &c. Que omnia et ſingula ad requiſitionem pred. *J.* tenore preſent. duximus exemplificand. in cujus rei Teſtimonium ſigillum noſtrum ad brevia in Banco præd. Sigilland. deputat. preſentibus appoſuimus. *T. O. B.* apud Weſtm. xxx. die Octobris, Anno regni noſtri quartodecimo.

Exemplificand. It bears Teſte of the retorn of the Writ of Seiſin.

But if there be not fifteen dayes between the return of the Writ of Entry, or of the Writ of Summons, and the end of the Term, then muſt the Writ of Seizin be retornable (*Indilate*) and ſo the exemplification muſt bear *Teſte* the laſt day of the Term, in which the Writ of Entry of Summons came in. *Nota.*

Quon ſſ. *J. B.* Gen. in propria perſona ſua petit verſus *A. L. Jun.* Gent unum Meſſuagium, unum gardinum cum pertin. in Parochiis Sanct. *Martini* in Campos, et Sanct. *Margarete Weſtmin.* ut jus et hereditatem ſuam, et in que idem *A.* non habet ingreſſum niſi poſt diſſeiſinam quam *Hugo Elius* inde injuſte et ſine judicio prefat. *J.* infra triginta Annos jam ult. elapſos, &c. Et unde dic. quod ipſemet fuit ſeiſit. de Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde exples. ad valentiam, &c. Et in que, &c. Et inde produc. ſectam, &c.

Et

Et prædictus *A.* in propria perſona ſua ven. & defend. jus ſuum quando &c. Et voc. inde ad War. *R. B.* Ar. qui præſens eſt hic in Curia in propria perſona ſua: Et gratis Tenementa prædict. cum pertin. ei War. &c. Et ſuper hoc prædict. *J.* petit verſus ipſum *R.* tenen. per War. ſuam Tenementa prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipſemet. fuit ſeiſit. de Tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam &c. Et in quæ &c. Et inde produc. ſectam, &c.

Et prædict. *R.* tenens per War. ſuam de end. jus ſuum quando &c. Et ulterius voc. inde ad War. *Ed. Howſe*, qui ſimiliter preſens eſt hic in Curia in propria perſona ſua. Et gratis Tenementa prædict. cum pertin. ei War. &c. Et ſuper hoc prædictus *J.* petit verſus ipſum *E.* tenen. per War. ſuam tenementa prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædictus *E.* tenens per War. ſuam defend. jus ſuum quando, &c. Et dic. quod prædictus *Hugo* non diſſeiſivit præfat. *J.* de tenementis prædictis cum pertin. prout idem *J.* per breve & narrationem ſua præd. ſuperius ſuppon. & de hoc pon. ſe ſuper patriam &c.

Et prædictus *Johannes* petit licentiam inde interloquendi, & habet, &c. Et poſtea idem *Johannes* reven. hic in Curia iſto eodem Termino, in propria perſona ſua, & prædictus *E.* licet ſolempniter exact. non reven. ſed in Contempt. Curiæ receſſit, & defalt. fec. Ideo conc. eſt, quod prædictus *Johannes* recuper. ret ſeiſinam ſuam verſus præfat. *An.* de tenementis prædictis cum pertin. & quod idem *A.* habeat de terra prædict *R.* ad valentiam, &c. Et quod idem *R.* ulterius habeat de terra prædict. *E.* ad valentiam, &c. Et idem *E.* in miſericordia &c. Et ſuper hoc prædictus *J.* pet. breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de tenementis prædictis cum pertin. Et ei concedit. retornabile hic à die Sancti *Michaelis* in unum Menſ. m, &c. Ad quem diem hic, ven. præd. *J.* in propria perſona ſua. Et Vic. videl. *E. B.* & *R. F.* modo mand. quod ipſi virtute brevis illius ſibi direct. 26 die *Octob.* ult. præterit. habere fec. præfat. *Johanni* plenariam ſeiſinam de tenementis prædictis cum pertin. prout per breve illud ſibi precept. fuit, &c.

Breve de Seiſina, ver. M. M. Begun at (ad quem diem) in the Roll, with a ſmall hand, then the reſt, and ſo to the end. Seizin delivered 3 or 4 dayes before the return.

The Writ of Seizin muſt be returnable at the leaſt 15 days after the return of the Writ of Entry; but if the Writ of Entry be returned towards the latter end of the Term, ſo that there be not 15 dayes between the return of the Writ of Entry, and the end of the Term, then the Writ of Seiſin muſt be returnable (*Indilate*) And the Writ of Seiſin muſt always bear Teſt of the return of the Writ of Entry. And ſo it is alſo, if the Recovery come in by Summons, the Writ of Seiſin muſt have the like proceedings after the Writ of Summons, (*ut ſupra uſque*) Et ei concedit. Retornabile hic indilate, &c. Poſtea ſilicet xii. die *F.* iſto eodem Term. ven. hic in Cur. prædictus *T. P.* in propria perſona ſua. Et vic. videlicet *G. D.* Armig. modo mand. quod ipſe virtute brevis illius ſibi direct. nono die *F.* ult. præter. habere fec. præfat. *T. P.* plenar. ſeiſinam de Tenemen. præd. cum pertin. per breve illud ſibi præcept. fuit, &c.

Breve de Seiſinam r. indilat. Begin at Poſtea ſmall hand. Ult. die Term. three dayes before the end of the Term.

J. J.

J. J. Arm. in propria perſona ſua petit verſus *E. G.* Ar. tria Meſſuagia cum pertin. in Villa *S.* ut jus & hæred. ſuam. Et in quæ idem *E.* non habet ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio fec. præfat. *J.* infra triginta Annos jam. ult. elapſos, &c. Et unde dic. quod ipſemet. fuit ſeiſit. de Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c. Intr. Summons ſur breve de Ingreſſu.

Et prædictus *E.* per *C. B.* Attorn. ſuum ven. & defend. jus ſuum quando, &c. Et voc. inde ad War. *W. L.* ſum. in Com. prædicto habeat eam hic in Octabis S. *Mich.* per Auxilium Cur, &c. Idem dies dat. eſt partibus prædictis hic &c.

The Writ of Summons muſt be returnable five Returns, after the return of the Writ of Entry, (*as for example,*) if the Writ of Entry be returnable xv. *Paſ.* then the Summons muſt be returned in *Oct. Michaelis.* And note, That *Craſtino Aſſentionis Dom.* is no Return to be reckoned, either in this kind, or in any other real Actions.

J. In propria perſona ſua petit verſus *E. G.* Armig. tria Meſſuagia cum pertin. in Villa *S.* ut jus & hereditatem ſuam. Et in quæ idem *E.* non habet ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio fec. præfat. *J.* infra triginta Annos, &c. Et prædictus *E.* per *C. B.* Attorn. ſuum ven. Et alias voc. inde ad War. *W. L.* qui modo per ſum. ei in Com. prædicto fact. per *R. G.* Attorn. ſuum ſimil. ven. Et gratis Tenementa prædictam cum pertin. ei War. &c. Et ſuper hoc prædictus *J.* petit verſus ipſum *W.* tenem. per War. ſuam Tenementa prædicta cum pertin. in forma prædicta &c. Et unde dic. quod ipſemet fuit ſeiſit. de Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ, &c. Et inde produc. ſectam, &c. *Salop. ſſ.*

Et præd. *W.* tenens per War. ſuum defend. jus ſuum quando &c. Et ulter. voc. inde ad War. *E. H.* qui ſimiliter præſens eſt hic in Cur. in propria perſona ſua, & gratis ten. præd. cum pertin. ei War. &c. Et ſuper hoc præd. *J.* pet. verſus ipſum E. tenen. per War. ſuam ten. præd. cum pertin. in forma præd. &c. & unde dic. quod ipſimet fuit ſeiſit. de tenementis præd. cum pertin. in domin. ſuo ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiend. inde explec. ad valentiam &c. Et in quæ &c. Et inde produc. ſectam &c.

Et præd. *E. H.* tenens per War. ſuam defend. jus ſuum, quando &c. Et dic. quod prædictus Hugo non diſſeiſivit præfat. *J.* de Tenementis prædictis cum pertin. prout idem *J.* per breve & narrationem ſua prædicta ſuperius ſuppon. Et de hoc pon. ſe ſuper patriam, &c.

Et prædictus *J.* petit licentiam inde interloquendi: Et habet &c. Et poſtea idem *J.* reven. hic in Cur. iſto eodem Termino in propria perſona ſua. Et prædictus E. licet ſolempniter exact. non reven. ſed in contempt. Curiæ receſſit: Et defalt. fac. Ideo conc. eſt quod prædict. *J.* recuperet ſeiſinam ſuam verſus præfat. *E. G.* de Tenementis prædictis cum pertinentiis. Et quod idem *E. G.* habeat de terra prædict. *W.* ad valentiam, &c. Et quod idem *W.* ulterius habeat de terra prædicti *E. H.* ad valentiam, &c. Et idem *E.* in miſericordia &c. Et ſuper hoc prædictus *J.* petit breve Domini Regis,

Vic.

Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de Tenementis prædictis cum pertinenciis. Et ei conceditur retornabile hic à die Sanct. *Michaelis* in unum menſem, &c. Ad quem diem hic ven. prædictus *J.* in propria perſona ſua. Et Vic. videlicet *T. J.* Armiger. modo mand. quod ipſe virtute brevis illius ſibi direct. 24. die *O.* ult. præterit. habere fac. præfat. *J.* plenar. ſeiſinam de Tenementis prædictis cum pertinenciis, prout per breve illud ſibi præcept. fuit, &c. Simil: in *T.* Sancti *Michaelis* rot. 23. inter *A.* & al. et *B.* et al. & al. poſt Summons *Michaelis* 7. Car. Regis, rot. 56.

Sum ad 3 or 4 dayes before the Return.

Intratio Summon. pro recuperatione 3 voc.

E *Bor. ſſ. T. W.* et *R. M.* Ar. in propriis perſonis ſuis pet. verſus *G. R.* Ar. et *W. B.* Gen. Manerium de *R.* alias *R.* et viginti acras terræ &c. cum pertin. in *B.* ut jus & hereditatem ſuam. Et in quæ iidem *G.* et *W.* non habent ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, et ſine Judicio fec. præfat. *T. W.* et *R.* infra triginta Annos &c. Et unde dic. quod ipſimet. fuer. ſeiſit. de Manerio et Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam &c. Et in quæ, &c. Et inde produc. ſectam, &c.

The Tenants appeared this time in perſon at Bar.

Et prædict. *G.* et *W.* in propriis perſonis ſuis ven. & defend. jus ſuum quando &c. Et Voc. inde ad War. *A.* viduam habeant eam hic a die Paſchæ in quinque ſeptimanas. Et ſum. in Com. prædict. per auxilium Cur. &c. Idem dies dat. eſt partibus prædictis hic &c. Et ſuper hoc prædict. *G.* & *W.* poſtea locis ſuis *C. B.* & *E. G.* conjunctim et diviſim verſus præfat. *T. V. W.* et *R.* de prædicto placito &c.

War. Attorn. pro ten.

Nota.

Although the Tenants appeared in perſon at the Acknowledgment at Bar, yet if they appeared not alſo at the Return of the Summons, there muſt be a Warrant of Attorney made and taken for the Tenants: And the ſame muſt be entred upon the firſt Summons Roll (prout prox. ſupra) and upon the Remembrance, under the Precipe for the Writ of Entry of the ſame Recovery: And make the Warrant of Attorney for the Tenants, thus:

War. Attorn. pro ten.

E *Bor. ſſ. G. R.* Ar. et *W. B.* Gen. poſtea locis ſuis *C. B.* et *E. G.* Attorn. ſuos conjunctim et diviſim verſus *T. V. W.* et *R. M.* Ar. de placito terræ, *B.*

At the Return of this Summons, being 24 *Paſchæ*, if the ſecond Vouchee appear by Warrant of Attorney, you muſt make another Writ of Summons for the latter Vouchee returns the 9th Return after the return of the firſt Summons, and *Teſte* of the Return of the firſt Summons; for one Writ will not ſerve for both: And make the Warrant of Attorney for the firſt Vouchee thus:

War. Attorn. po. lo. prim. Vouchee

E *Bor. ſſ. D. V.* quem *G. R. H.* et *W. B.* Gen. voc. inde ad War. poſtea locis ſuis, *J. D.* et *T. V.* Attorn. ſuos conjunctim & diviſim verſus *T.* &c. *W. R. M.* Ar. de placito terræ.

In

In the ſecond, thus:

Ebor. ff. G. H. Gen. Quem *A C.* vid. voc. ad War. po. lo. ſuo, *T. W.* & *H. M.* Attorn. ſuos conjunctim & diviſim verſus, *T.* Vic. *W.* & *R. M* Ar. de placito terræ, *War. Attorn. pro Voc.*

Capt. & cognit. 13 die *Marcii*, Anno regni Regis Car. *Angliæ*, &c. Septimo, coram me *H. D.*

Both the Warrants of Attorney, were in one piece of Parchment, and there taken at the Aſſizes.

Alias, prout patet Termino Sanct. *Michaelis*, Anno Regni Domini Regis nunc Septimo, rot. 56. continetur ſic: *Ebor. ff. T.* Vic. *W.* & *N M.* In propriis perſonis ſuis pet. verſus *G. R.* Ar. *B.* Gen: Maner. de *R.* cum pertinenciis, ac decem Meſſuagia, & viginti Acras terræ cum pertinenciis in *R. alias R.* ut jus & hereditatem ſuam: Et in quæ iidem *G.* & *W.* non habeant ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio ſic. prefat. *T. W.* & *R* infra triginta Annos jam ult. elapſ. &c. Et unde dic. quod ipſimet tuer. ſeiſit. de Maner. & Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde exples ad valenciam, &c. Et in quæ &c. Et inde produc. ſectam, &c.

Et prædict. *G.* & *W.* in propriis perſonis ſuis ven. & defend. jus ſuum quando &c. Et voc. inde ad War. *A. C. W.* habeant eam hic à die *Paſchæ* in quinque ſept. Et ſum. in Com. prædictis per Auxilium Curiæ, &c. Idem dies dat. eſt partibus prædictis hic &c. Et ſuper hoc prædict. *G.* & *W.* po. lo. ſuis *C. B.* & *E. G.* conjunctim & diviſim ve. ſuos præfat. *T.* Vic. *W.* & *R.* de prædictis placitis &c. Et modo hic ad hunc d em, ſcilicet prædictas quinque ſept. *Paſchæ* ven. tam prædictus, *T. W.* & *R.* in propriis perſonis ſuis, quam prædict. *G.* & *W.* per *C. B.* Attorn. ſuum prædictum. Et prædict. *A.* ſum. tam per *J. D.* Attorn. ſuum ſimiliter ven. & gratis Manerium, & Tenementa prædicta cum pertinenciis eis War. &c. Et ſuper hoc prædict. *T. W.* & *R.* pais verſus ipſum *A.* tenen. per War. ſuam Manerium & Tenementa prædict. cum pertinenciis in forma prædict. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Manerio & Tenementis prædictis cum pertin. in Dominico ſuo ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde exples ad valentiam, &c. Et in quæ &c. Et inde produc. ſectam, &c. *Return of the Sum. although they appear in the acknowledgment at Bar.*

Et prædict. *A.* tenens per War. ſuam defend. jus ſuum quando, &c. Et alterius voc. inde ad War. *G. H.* Gen: habeat eum hic a die Sanct. *Michaelis* in unum Menſem. Et ſum. in Com. prædictis per Auxilium Curiæ &c. Idem dies dat. eſt tam præfat. *T.* Vic. *W.* & *R. G.* & *W.* quam præfat. *A.* hic &c.

Alias, Prout patet Termino *Paſchæ*, Anno Regni Domini Regis nunc *Angliæ* quarto decimo Rot. 39, continetur ſic: Alias prout patet Termino Sanct. *Michaelis*, Anno Regni Dom. Regis nunc *Angliæ* quarto decimo Rot. ulto

56. continetur ſic: *Ebor. ſſ. T. W. & R. M.* in propriis perſonis ſuis per. verſus *G. R.* Ar. *W. B.* Gen. Manerium de *R.* cum pertin. decem Meſſuag. & viginti acras terræ cum pertin. in *R.* ut jus & hereditatem ſuam. Et in quæ idem *O* & *W.* non habent ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio fec. præfat. *T. W.* & *R.* infra triginta Annos jam ult. elapſ. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Maner. & Tenement. prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend, inde exples ad valenciam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et prædict *S.* & *W.* ven. & defend jus ſuum quando &c. Et voc. inde ad War. *A. C.* vid. habeant eam hic à die Paſchæ in quinque ſeptimanas. Et ſum. in Com. prædictis per auxilium Cur. &c. Idem dies dat. eſt partib. prædictis war. per Attorn. hic &c. Et ſuper hoc prædict. *G.* & *VV.* po. lo. ſuis *C. D.* & *E. G.* conjunctim & diviſim verſus præfat. *T. VV.* & *R.* de prædictis propr. &c. Et modo hic ad hunc diem, ſcilicet prædictas quinque ſeptimanas Paſchæ ven. tam prædict. *T. VV.* & *R.* in propriis perſonis ſuis quam prædict. *G.* & *VV.* per *C. B.* Attornatum ſuum prædictum. Et prædict. *A.* ſum. &c. Attornatum ſuum ſimiliter, & gratis manerium & tenementa prædict. cum pertin. eis war. &c. Et ſuper hoc prædict. *T. VV.* & *R.* pet. verſus ipſum *A.* tenementum per war. ſuam manerium & tenementa prædict. cum pertin. in forma prædicta &c. Et unde dic. quod ipſimet fuer. ſeiſit. de manerio, & tenementis prædictis cum pertin. in dominico ſuo ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde exples ad valenciam &c. Et in quæ &c. Et inde produc. ſectam &c. Et prædict. *A.* per war. ſuam defend. jus ſuum quando &c. Et ulterius voc. inde ad war. *G. H.* gen. habeant eum hic à die Sancti. Mich. in unum menſem, & ſum. in Com. prædicto per auxilium Cur. &c. Idem dies dat. eſt tam præfat. *T.* vic *VV.* & *R.* & *G.* & *VV.* quam præfat. *A.* hic &c. Ad quem menſem Sancti. Mich. hic ven. tam prædict. *T. VV.* & *R.* in propriis perſonis ſuis quam prædict. *G.* & *VV.* & prædict *A.* per Attornatum ſuum prædict. Et prædictus *G.* ſum. &c. per *T. VV.* Attornatum ſuum ſimiliter, & gratis manerium & tenementa prædicta cum pertin. ei war. &c. Et ſuper hoc prædict. *T.* vic *VV.* & *R.* pet. verſus ipſum *G.* tenen. per war. ſuam manerium & tenementa prædicta cum pertin. in forma prædicta &c. Et unde dic. quod ipſimet fuer. ſeiſit. de manerio, & tenementis prædictis cum pertin. in domin. ſuo ut de feodo, & jure, tempore pacis, tempore Dom Regis nunc capiend. inde exples ad valenciam &c. Et in quæ &c. Et inde produc. ſect. &c. Et prædictus *G.* tenens per war. ſuam defend. jus ſuum quando &c. Et ulterius voc. inde ad war. *Edw. Howſe* qui ſimiliter præſens eſt hic in Cur. in propria perſona ſua, & gratis manerium & tenementa prædicta cum pertin. ei war. &c. Et ſuper hoc *T. VV.* & *R.* pet. verſus ipſum *E.* tenen. per war. ſuam manerium & tenementa prædicta cum pertin. in forma prædicta &c. Et unde dic. quod ipſimet fuer. ſeiſit. de manerio & tenementis prædictis cum pertin. in dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis, nunc capiend. inde exples ad valentiam &c. Et in quæ &c. Et inde produc. ſectam, &c.

Et prædictus *E.* tenens per war. ſuam defend. jus ſuum quando &c. Et dic. quod

quod prædictus *Hugo* non diſſeiſivit præfat. *T. VV.* & *R.* de manerio & tenementis prædictis cum pertin. prout iidem *T. VV.* & *R.* per breve & narrationem ſua prædicta ſuperius ſuppon. Et de hoc pon. ſe ſuper Patriam, &c.

Et prædict. *T. VV.* & *R.* Pet. licentiam inde interloquendi, et habent &c. & poſtea iidem *T. VV.* & *R.* reven. hic in Cur. in propriis perſonis ſuis; & prædictus *E.* licet. ſolempt. exact. non reven. ſed in contempt. Cur. receſſit & defalt. fec. Ideo conſ. eſt quod prædict. *T. VV.* & *R.* recuperent ſeiſinam ſuam verſus præfat. *G.* & *VV.* de manerio & tenementis prædict. cum pertin. Et quod iidem *G.* & *VV.* habeant de terra prædict. *A.* ad valentiam &c. Et quod eadem *A.* ulterius habeat de terra prædict. *G.* ad valentiam. Et idem Edw. in miſericordia. Et ſuper hoc prædict. *T.* vic. *VV.* & *R.* pet. breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. eis plenar. ſeiſinam de manerio & tenementis prædictis cum pertin. Et eis conced. returnable hic in Oct. Sancti Martini &c. Ad quem diem hic ven. prædict. *T. VV.* & *R.* in propriis perſonis ſuis. Et Vic. videlicet *T. L.* Mil. modo mand. quod ipſe virtute brevis illius ſibi direct quinto decimo die *Novembris* ult. præterit. habere fec. præfat. *T.* Vic. *VV.* & *R.* plenar. ſeiſinam de manerio & tenementis prædictis cum pertin. prout per breve illud ſibi præcept. fuit &c.

Aliàs, prout patet (ut in al. uſque) quando &c. Et voc. inde ad war. *S. H.* gen. habeat eum hic in Oct. Sancti. *Michaelis.* Et ſum. in Com. prædict per auxilium Cur. &c. Idem dies dat. eſt part. b. prædict. hic &c. Ad quem diem loquela præd. adjornat. fuit per breve Dom. Regis de communi adjornamento hic, ſcil. apud *VVeſtm.* in Com. Midd. uſque à die Sancti. *Michaelis* in unam menſem tunc proxime ſequen. Ad quem diem loquela præd. ulterius adjornat. fuit per aliud breve dic Dom. Regis de *Reading* in Com. C. incraſtinum animarum tunc proxime ſequen. Et modo hic ſcil. ad prædict. villam dec. Dom. Regis de *R.* ad hunc diem ſcil. præd. Craſtinum Animarum ven. tam prædict. *H.* pet. in propria perſona ſua quam prædict. *G.* ten. per Attorn. ſuum prædict. Et prædictus Voc. ſum &c. per *R. C.* Attorn. ſuum ſimiliter ven. & gratis tenementa prædict. cum pertin. ei war. &c. Et ſuper hoc prædict. *H.* pet. verſus ipſum *S.* tenen. per war. ſuam tenementa prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædict cum pertin. in dominico ſuo ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiend. inde exples ad valentiam &c. Et in quæ &c. Et inde produc. ſectam &c.

Sum. in Recupera. pro voc. cum adjornament. A Weſtm. al R. & retro.

Adjornament. uſque Reading

Prædict. & tenens per war. ſuam defer d. jus ſuum quando &c. Et ulterius voc. inde ad war *D. B.* habeat eum hic à die Paſchæ in xv. dies. Et ſum. in Com per auxilium Cur. &c. Idem dies dat. eſt tam præfat. *H.* & *G.* quam præfat. *S.* hic &c. Ad quem diem loquela prædict. adjornat. fuit per breve Dom. Regis de communi Adjornament. à vitâ dict. Dom. Regis de Reading in Com. D. uſque ad Weſtm. in Com. Midd. uſque ad eandem xv. Paſchæ &c.

Adjournament. à Reading *uſque* Weſtm.

Ebor. ſſ. *R. M.* Ar. & *VV. B.* gen. in propriis perſonis ſuis pet. verſus *T. VV.* Caſtrum, maneria de *H.* cum pertin. ac duas mille acras terræ, ſeptingentas acras prati, mille acras paſturæ cum pertin. in *K. K.* Necnon advocationem Eccleſiæ de *H.* ut jus & hereditatem ſuam. Et in quæ idem *T.* non habeat ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte

Intratio recuperationis pro Caſtro, maneriis, tenementis & advocatione Eccleſiæ, voc. ubi pet. & ten. comperuer. in prop. perſonis.

injuſte & ſine judicio ſec. præfat. *R.* & *W.* infra triginta Annos jam ult. elapſ. &c. Et unde &c. quod ipſimet fuer. ſeiſit. de *C.* maneriis & tenementis prædictis cum pertin. in dominico ſuo ut de feodo & jure, & de advocatione prædict. ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiend. inde exples ad valenciam &c. Et in que &c. Et inde produc. ſectam &c.

Et predict. *T. W.* in propria perſona ſua ven. & defend. jus ſuum quando &c. Et voc. inde ad war. *E. H.* qui preſens eſt hic in Cur. in propria perſona ſua: Et gratis Caſtrum, maneria & tenementa predict. cum pertin. ac advocationem predict. ei war. &c. Et ſuper hoc predict. *R. M.* & *W. R.* perverſus ipſum *T. W.* tenen. per. war. ſuam Caſtrum, maneria & tenement. cum pertin. ac advocationem pred. in forma predict. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Caſtro, maneriis & tenementis pred. dictis cum pertin. in dominico ſuo, ut de feodo & jure, & de advocatione predict. ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde exples ad valentiam &c. Et in que &c. Et inde produc. &c.

Et predictus *E.* tenens per war. ſuam defend jus ſuum quando, &c. Et dict. quod predict. *Hugo* non diſſeiſivit præfat. *R.* & *W.* de Caſtro, maneriis & tenementis predictis cum pertin. ac de advocatione predict. prout predict. *R.* & *W.* per breve & narrationem ſua predict. ſuperius ſuppon. Et de hoc pon. ſe ſuper patriam, &c.

Et predict. *R.* & *W.* reven. hic in Cur. iſto eodem Termino in propriis perſonis ſuis, & predictus *E.* licet ſolempnit. exact. non reven. ſed in contempt. Cur. receſſit, & defalt. fac. Ideo conc. eſt quod predict. *R.* & *W.* recuperent ſeiſinam ſuam verſus præfat. *T.* de Caſtro, maneriis & tenementis predict. cum pertin. ac de advocatione predict. Et quod idem *T.* habeat de terris predict. *E.* ad valentiam &c. Et idem *E.* in miſericordia &c. Et ſuper hoc predict. *R.* & *W.* pet. breve Dom. Regis Vic. Com. predict. dirigend. de habere faciend. eis plenar. ſeiſinam de Caſtro, maneriis & tenementis predict. cum pertin. ac de advocatione predict. Et eis concedit. returnabile &c. ult. die. Poſtea ſcil. tertio die *J.* iſto eodem Termino ven. hic in Cur. predict. *R.* & *W.* in propriis perſonis ſuis: Et Vic. videlicet *A. R.* Mil. modo mand. quod ipſe virtute brevis illius ſibi d. rect. xxxi. die *M.* ult. preterit. habere fec. præfat. *R.* & *W.* plenar. ſeiſinam de Caſtro, maneriis & tenementis prædictis cum pertin. ac de advocatione predict. prout. per breve illud ſibi precept. fuit &c. Paſch. xiii. Car. ii. Regis Rot. xv.

Glouc. ff. S. S. Gen in propria perſona ſua pet. verſus *R. N.* Ar. & *W. S.* Ar. Manerium de *S.* cum pertin. ac viginti Meſſuagia, decem tofts, quinque Molendina, tria Columbar. viginti gardina, treſcentas acras terræ, centum acras prati, treſcentas acras Paſturæ, triginta acras boſci, ſexaginta ſolidat. reddit. Com. Paſturæ, & omnino averiis cum pertin. in *S.* &c. nec non Rectoriam de *L.* cum pertin. ac etiam quaſdam Portiones decimarum annuatim pro venien. creſcen. ſeu renovan. in *K.* ac advocationem Vicariæ Eccleſiæ de *L.* ut jus & hereditatem ſuam: Et in quæ idem *R.* non habet ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte & ſine judicio fec. præfat. *S.* infra triginta Annos, &c. Et unde dic. quod ipſeum

fuit

nit ſeiſit. de Manerio Tenementis, reddit. Com. Paſturæ, & Rectoria prædictis, ac de Portionibus decimarum prædictarum in dominico ſuo, ut de feodo & jure, ac de advocatione prædicta, ut de feodo & jure, tempore pacis, tempore Dom Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ &c. Et inde produc. ſectam, &c.

Et præd. *R.* & *W.* in propriis perſonis ſuis, ven. & defend. jus ſuum, quando, &c. Et voc. inde ad War. *E. S.* Generoſum, qui præſens eſt hic in Cur. in propria perſona ſua. Et gratis Maner. Tenementa, reddit. Com Paſturæ & Rectoriam præd. cum pertin. & portiones decimarum & advocationem eis War. &c. Et ſuper hoc prædictus *S.* pet. verſus ipſum *E* tenen. pet War. ſuam Maner. Tenementa reddit. Com. Paſturæ & Rectoriam præd. cum pertin. & portiones decimarum ac advocationem prædict in forma prædict. &c. Et unde dic. quod ipſemet fuit ſeiſit. (ut ſupra, & in al. &c.)

Writs and Recoveries.

CArolus Vic. eborum Salutem. Sum. per bonos ſum. *W. C.* & *J. C.* Vouches, quod ſint coram Juſtic. noſtris apud Weſtm. a die Sanctæ Trin. in xv. dies, ad war. *W. P.* & *B. P.* tenen. (*M.* &c. recitand. omnes parcellas, ut in breve del. entrie) que *W. S.* & *W. B.* (demand.) in Cur. noſtra coram Juſtic. noſtris apud Weſtm. clam. ut jus ſuum verſus prefat *W. P.* & *R.* per breve noſtrum de Ingr. ſuper diſſeiſinam in le poſt. Et unde iidem *W.* & *R.* in eadem Cur. noſtr. voc. prædictos *W. C.* & *J.* ſum. in Com. tuo ad war. verſus eos (demand.) & habeas ibi Sum. & hoc breve *T. O. B.* apud *W.* vi. die Febr. Anno Regni noſtri xvii.

Retorne inde ſum. Ric. Fenu. *Joh. D. Joh. Ranſden Mil.* voc. Note, that the Writ of Summons muſt bear the *T.* of the retorn of the Writ of Entry.

Carolus, &c. Vic. Hertf. Salutem. Scias quod *J. P.* gen. in Cur. noſtr. coram Juſtic. noſtris apud Weſtm. recuperavit ſeiſinam ſuam verſus *A.* de uno Meſſuagio, &c. per breve noſtr. de ingr. ſuper diſſeiſinam in le poſt. Ideo tibi precipimus quod prefat. *I.* plenar. ſeiſinam de tenementis prædictis cum pertin. ſine dilatione habere fac. & qualit. hoc preceptum noſtr. fueris execut. conſtare fac. Juſtic. noſtris apud Weſtm. (indilate) vel in Craſ. Trin. Et habeas ibi hoc breve *T.* &c.

Virtute iſtius brevis mihi direct. ſextodecimo die *Maii*, Anno infra ſcript. habere fec. infra nominat. *I.* plenar. ſeiſinam de tenementis infra ſpec. cum pertin. prout interius mihi precipitur.

Radulphus Freeman Ar. vic.

Gulſton ſſ. Paſ. xiv. Car. Secund. Rot. xxxiv. cum al. prout patet Mich. xii. Car. Secund. Rot. xxvi.

Io miſer. &c. Et ſuper hoc prædict. *G.* & *R.* dic. quod præd. *I. R.* eſt Vic. Com. præd. Et ea de cauſa pet. breve Domini Regis de habere faciend. eis

plenar. ſeiſinam de Manerio, &c. cum pertin. Coronatoribus Com. prædict. ſcrigend. Et quia ſatis conſtat Cur. hic per retorn. brevium Com. prædict. hic in Cur. reſiden. quod allegat. prædict. vera conſiſtit. Ideo præc. eſt Coronatoribus Com. prædict. quod habere fac. præfat. *G.* & *R.* plenar. ſeiſinam de Manerio, &c. cum pertin. & qualit. &c. iidem Coronatores conſtare fec. hic indilate, &c. Poſtea ſcil. xxii. die *Maii*, iſto eodem Termino ven. hic in Cur. præd. *G.* & *R.* in propriis perſonis ſuis. Et quatuor Coronatores Domini Regis Com. prædict. videl. *R. L. E. B.* & *I. B.* modo mand. quod ipſe virtute brevis prædict. ſibi direct. xv. die *M.* ult. preterit. habere fecerunt præfat. *G.* & *R.* plenar. ſeiſinam de maner. &c. cum pertin. prout per breve illud ſibi præcept. fuit.

RELEASES.

A Releaſe of Dower with a Grant of a Weekly Penſion during Life.

THis Indenture made, &c. Between *A. B.* of &c. late the wife of *C. B* late of &c. Gent. deceaſed, on the one part, and *L. O* of &c. on the other part, Witneſſeth, That the ſaid *A. B* as well for the Conſiderations hereafter in theſe preſents expreſſed, as for divers other good Cauſes and Conſiderations her eſpecially moving, Hath remiſed, releaſed, and quit claimed, and by theſe preſents doth clearly and utterly remit, releaſe, and quit-claim, unto *R. C.* of &c. and to the ſaid *L. O.* and *E.* his Wife, all her Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which ſhe the ſaid *A. B.* hath, ſhould, might, or ought to have, of, in, to, or out of all, or any the Lands, Tenements, and Hereditaments, which were the Inheritance of the ſaid *C. B.* her ſaid late husband deceaſed, or any part thereof, for or by reaſon of her Dower, or of any Joynture heretofore made, or by reaſon of any other Right, Title, or Means whatſoever, to her at any time before the Date hereof come, grown, or accrued. And that ſhe the ſaid *A. B.* ſhall not, nor will, at any time hereafter, claim, challenge, demand or ſeek to have any Dower, or other manner of Eſtate, Right, Title, or Intereſt of, in, to, or out of, any of the Copyhold Lands, Tenements, or Hereditaments, which late were of the ſaid *C. B.* lying and being in *H.* in the foreſaid County of *L.* and ho'den as of the Mannor of the ſaid *C.* in the ſaid County of *L.* And that ſhe ſhall and will at any time hereafter, upon reaſonable Requeſt to her in that behalf to be made, and at the coſts and charges

charges in the Law of the ſaid *C. D.* and *E.* his wife, their Heirs and Aſſigns, either by Surrender, or by any other ſuch way or means, according to the Cuſtom of the ſaid Mannor, as by the ſaid *L. O.* and *E.* or either of them, their Heirs or Aſſigns, or by their or any of their Councel learned in the Laws, ſhall be reaſonably deviſed or required, releaſe, remit, and quit-claim to them, the ſaid *L. O.* and *E.* their Heirs or Aſſigns, all ſuch Eſtate, Right, Title, Intereſt, Dower, Title of Dower, Claim and Demand whatſoever, as ſhe the ſaid *A. B.* hath, may, ſhould, might, or ought to have, by the Cuſtom of the ſaid Mannor of *C.* or otherwiſe howſoever, of, in, to, or out of, all or any of the ſame Copyhold Lands, Tenements, Hereditaments, or any part or parcel thereof, by reaſon of her Inter-marriage with the ſaid *B. B.* or by reaſon of any Joynture or other Right, Title, or Means whatſoever, made, come, grown, or accrued to her the ſaid *A. B.* before the day of the date hereof, ſo as for the making, doing, or executing of the ſame Releaſe, or other Aſſurance, ſhe be not compelled in perſon to travel or go out of the houſe or place where ſhe ſhall be inhabiting or abiding at the time of ſuch requeſt made or to be made. In conſideration of all which Premiſſes, the ſaid *L. O.* hath given, granted, and confirmed; and by theſe Preſents doth for him, his Heirs, Executors, and Adminiſtrators, give, grant, and confirm to the ſaid *A. B.* one Annuity or Weekly Penſion of 20*s.* by the week, To have, hold, receive, perceive, and enjoy the ſame Annuity or Weekly Penſion of 20*s.* to the ſaid *A. B.* and her Aſſigns, from &c. now next coming, on Saturday in every week, weekly, for and during the natural life of the ſaid *A. B.* The ſame to be paid at or in the &c. And the ſaid *L. O.* for himſelf, his Heirs, Executors, and Adminiſtrators, covenanteth and granteth, to and with the ſaid *A. B.* her Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That if and as often as it ſhall happen any default to be made, of or in payment of the ſaid weekly Penſion or Annuity, contrary to the form aforeſaid, That then and ſo often he the ſaid *L. O.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall forfeit and loſe to the ſaid *A. B.* and her Aſſigns, (*nomine pœnæ*) the ſum of 20*s.* of &c. And that he the ſaid *L. O.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will, from time to time, during the natural life of the ſaid *A. B.* (as often as any default of payment ſhall be made) truly pay, or cauſe to be paid, to her the ſaid *A.* or her Aſſigns, every ſuch 20*s.* whereof default ſhall be made in payment, together with every ſuch Sum to be forfeited (*nomine pœnæ*) upon the next Saturday after any ſuch Default made in payment thereof. In witneſs, &c.

A Releaſe of Dower by a Widow.

TO all Chriſtian People to whom this preſent Writing ſhall come, I *A. B.* widow late wife of *E. W.* late Cit. and F. of *L.* deceaſed, ſend Greeting, &c. Know ye, That I the ſaid *A. B.* in my pure Widowhood and lawful Authority, have remiſed, releaſed, and utterly, for me, mine Heirs and Aſſigns

for ever, have quit-claimed unto *G. S.* being in his Poſſeſſion, and to his Heirs and Aſſigns for ever, all mine Eſtate, Claim, and Right, as I the ſaid *A. B* ever have had, now have, or hereafter may have, by reaſon of my Dower of and in the third part of one Tenement, with the Appurtenances, ſcil. &c. now or late in the &c. which ſaid Tenement with the Appurtenances, the ſaid *G.* lately purchaſed of the ſaid E. my late Husband; ſo that neither I, nor any other in my name, ſhall or may, at any time hereafter, have or claim any Right, Claim, Intereſt, or Dower in the ſaid Tenement, and other the Premiſſes, with their Appurtenances, or of or in any part or parcel thereof. But that we, and every of us, ſhall for ever hereafter, by theſe preſents, be excluded and barred of and from all Action, Claim, and Demand of Dower. **In witneſs**, &c.

A Releaſe of Dower after Recovery thereof.

TO all **Chriſtian People**, &c. I *A. L.* of *L.* Widow, late wife of *A. L.* late Cit. and H. of *L.* deceaſed, ſend Greeting, &c. **Whereas** the ſaid *A. L.* my ſaid late Husband, and I the ſaid *A. L.* in the life-time of the ſaid *A. L.* have by vertue of the Kings Majeſties Writ of Dower *unde nihil habet* in that behalf directed to the then Mayor and Sheriffs of *L.* recovered againſt *T. L.* of *L.* Gent. Son and Heir of *J. L.* late of *L.* Gent. deceaſed, by the name of *T. L.* Gent. in the *Huſtings* of *Common Pleas* holden in the *Guild-Hall* within the City of *L.* according to the Cuſtom of the ſame City, for my Dower, one third part of all that Meſſuage or Tenement with the Appurtenances, commonly called or known by the name of the ſign of the *L.* ſcit. &c. late in the Tenure or Occupation &c. or of their Aſſign or Aſſigns, Leſſee or Leſſees, by the name of the third part of a Meſſuage, with the Appurtenances, ſcituate, &c. as by the Records of the ſame Court more at large it doth and may appear. **Now know ye**, That I the ſaid *A. L.* for divers good Cauſes and Conſiderations me thereunto eſpecially moving, do by theſe preſents acquit and diſcharge the ſaid *T. L.* his Heirs, Executors, and Adminiſtrators, and every of them, and the ſaid Meſſuage or Tenements and every part and parcel thereof, of and for the Suit, Recovery and Judgment of them, or otherwiſe howſoever obtained in the ſaid Court as aforeſaid, and of and from all ſuch Execution and Executions, as I the ſaid *A.* might or may have againſt the ſaid *T. L.* his Heirs, Executors, or Adminiſtrators, or any of them, or againſt the ſaid Meſſuage or Tenement, or any part thereof, upon or by vertue of the ſaid Recovery or Judgment, or either of them, or otherwiſe howſoever for my Dower aforeſaid. **And alſo**, I do by theſe preſents grant, releaſe, remit, and quit-claim unto the ſaid *T. L.* and *R. S.* (in their full and peaceable poſſeſſion and ſeiſin being) and to the Heirs and Aſſigns of the ſaid *T. L.* for ever, all ſuch Eſtate, Right, Title, Intereſt, Dower, and Title of Dower, Claim, and Demand whatſoever, as I the ſaid *A. L.* have, ſhould, may, might or ought to have, claim or demand of, in, to, or

out

out of the ſaid Meſſuage or Tenement, with the Appurtenances, and of, in, and to every or any part thereof by vertue of the ſaid Recovery, and the Judgment thereupon given, or either of them, or otherwiſe howſoever; ſo as neither I the ſaid *A.* nor any other for me, or in my name, ſhall or may hereafter claim, challenge or demand any manner of Eſtate, Right, Title, Dower, Execution, or Intereſt, in, to, or out of the ſame Premiſſes, with the Appurtenances, or any part or parcel thereof: But that I the ſaid *A.* and my Heirs, ſhall, at all times hereafter, be fully and utterly barred and excluded from having or claiming of any ſuch Eſtate, Right, Title, Dower, or Execution or Intereſt, of, in, to, or out of the ſame Premiſſes, or any part thereof, or any Action or Actions for or concerning the ſame to theſe preſents. In witneſs, &c.

A Leaſe for a year, whereon to ground a Releaſe.

THis Indenture &c. Between *A. B.* of the one part, and *C. D.* of the other part, Witneſſeth, That the ſaid *A. B.* for and in conſideration of the Sum of 5 *l.* of lawful money of *England* to him in hand paid by the ſaid *C. D.* the receipt whereof he doth hereby acknowledge, hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *C. D.* all that Meſſuage, &c. and the Reverſion and Reverſions, Remainder and Remainders, together with the Rents and Profits of the Premiſſes, and of every part and parcel thereof, To have and to hold the ſaid &c. and all and ſingular other the Premiſſes herein mentioned, and intended to be hereby bargained and ſold, with their and every of their Appurtenances, unto the ſaid *C. D.* his Executors and Aſſigns, from the day before the date hereof, for and during the term of one whole year, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore the yearly Rent of one Pepper Corn, at the Feaſt of St. *M.* the Archonly, if the ſame be demanded, to the intent, that by vertue of theſe Preſents, and of the Statute, for transferring Uſes into Poſſeſſion, the ſaid *C. D* may be in the actual poſſeſſion of the Premiſſes, and be enabled to accept a Grant of the Reverſion and Inheritance thereof, to his and his Heirs: In witneſs, &c.

The Releaſe.

THis Indenture made &c. Between *T. H.* of the Pariſh of *D.* in *L.* Gent. and *J. H.* of the Pariſh of *M.* in the County of *M.* Mer. and *A.* his wife, *J. W.* in the Pariſh of *M.* Eſq; and *E.* his wife, of the one part, and *K. S.* of *R.* in the County of *L.* Gent. on the other part, Witneſſeth, That for and in conſideration of the Sum of &c. of lawful money of *England*, to the ſaid *T. H.* in hand paid by the ſaid *K. S.* at and before the enſealing and delivery

livery of these Presents, the Receipt whereof he doth hereby acknowledg, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said *K. S.* his Executors and Administrators, and every of them, by these presents, and of the several Sums of 5*s.* of like money of *England* to the said *J. H.* and *J. W.* in hand paid by the said *K. S.* the Receipt whereof they do likewise hereby acknowledg, the said *T. H.* and the said *J. H.* and *J. W.* with consent, and at the request and appointment of the said *T. H.* have granted, aliened, released, and confirmed, and by these Presents do grant, alien, release and confirm, unto the said *K. S.* in his actual possession, now being by vertue of a bargain and sale to him thereof made, for one whole year by Indenture, bearing date the day before the date hereof, and by force of the Statute for transferring Uses into Possessions, and to his Heirs and Assigns, All those Closes or enclosed Pastures, Ground, commonly called or known by the name or names, &c. containing by estimation 128 Acres, be they more or less, lying and being in *N.* in the County of *L.* now or late in the tenure or occupation of the said *K. S.* or his Assigns, and all and singular other the Lands, Tenements, Closes, and Hereditaments whatsoever in *N.* aforesaid, whereof or wherein the said *T. H. J. H.* and *J. W.* or any of them, have any Estate of Freehold or Inheritance in Possession, Reversion, Remainder, or Expectance, and all the Estate, Right, Title, Interest, Reversion, Claim and Demand whatsoever of them the said *T. H. J. H.* and *J. W.* and every or any of them, of, in, and unto the Premisses, and every, or any part or parcel thereof, and the Reversion and Reversions, Remainder and Remainders yearly, and other Rents and Profits of the Premisses, and of every part and parcel thereof. To have and to hold the said Closes, and all and singular other the Premisses herein before mentioned, and intended to be hereby granted, with the Appurtenances, unto the said *K. S.* and his Heirs, to the use of the said *K. S.* and of his Heirs and Assigns for ever. And the said *T. H.* for himself, his Heirs, Executors, and Administrators, doth Covenant and Grant, to and with the said *K. S.* his Heirs and Assigns, by these Presents, That he the said *T. H.* and the said *J. H.* and *J. W.* or some or one of them, now are, or one of them now is, and standeth lawfully and rightfully seised of and in the said Closes and Premisses, with their Appurtenances, of a good, sure, perfect, absolute, and indefeasable Estate in Fee-simple, and now have, or some, or one of them now hath, good, rightful power, and lawful and absolute authority, to grant and convey the said Closes and Premisses unto the said *K. S.* and his Heirs, according to the purport, true intent, and meaning of these Presents; and that it shall and may be lawful, to and for the said *K. S.* his Heirs and Assigns, from time to time, and at all times for ever hereafter, peaceably and quietly to have, hold, possess and enjoy the said Closes, and all and singular other the Premisses herein before mentioned, and intended to be hereby granted, with their Appurtenances, without any lawful let, suit, trouble, or interruption, of him the said *T. H.* his Heirs or Assigns, or any other person or persons whatsoever, except as is herein after excepted, discharged of and from all Incumbrances whatsoever (the Rents and Services from henceforth to grow due and payable to the Lord or Lords of the Fee or Fees of the Premisses, for and in respect of his

or

or their Seigniority, and one Leaſe by Indenture, bearing date, &c. made of the Premiſſes by the ſaid *J.* unto the ſaid *K. S.* for the term of 21 years, whereupon the yearly Rent of &c. is reſerved only excepted and foreprized) And the ſaid *J. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant, to and with the ſaid *K. S.* his Heirs and Aſſigns, by theſe Preſents, that it ſhall and may be lawful to and for the ſaid *K. S.* his Heirs and Aſſigns, from time to time, and at all times for ever hereafter, peaceably and quietly to have, hold, and poſſeſs, and enjoy the ſaid Cloſes and Premiſſes, with their Appurtenances, without the lawful let, ſuit, trouble, or interruption of him the ſaid *J. H.* his Heirs or Aſſigns, or any of them, or any other perſon or perſons lawfully claiming or to claim, in, by, from or under him, them, or any of them, (except before excepted): The like Covenant for Mr. *J. W.* And the ſaid *T. H. J. H.* and *J. W.* for them, their Heirs, Executors, and Adminiſtrators, do Covenant and Grant to and with the ſaid *K. S.* his Heirs and Aſſigns by theſe Preſents, That they the ſaid *T. H. J. H.* and *J. W.* and *E.* his wife, and their Heirs, ſhall and will, at any time or times hereafter, during the ſpace of ſeven years next enſuing the date hereof, upon the requeſt, and at the coſt and charges in the Law of the ſaid *K. S.* his Heirs or Aſſigns, do, make, and execute, or cauſe, or procure to be made, done, executed, all and every ſuch further and other act and acts, conveyances, and aſſurances in the Law whatſoever, for the further and better conveying and aſſuring the ſaid Cloſes and Premiſſes, with their Appurtenances, unto the ſaid *K. S.* and his Heirs, to the uſe of the ſaid *K. S.* and of his Heirs and Aſſigns for ever, be it by Fine or Fines, or otherwiſe howſoever, as by the Counſel learned in the Law of the ſaid *K. S.* his Heirs or Aſſigns, ſhall be reaſonably deviſed or required, ſo as ſuch further aſſurance contain no further covenant or warranty, then in theſe preſents is contained, and ſo as the Parties to make the ſame be not thereby compelled or compellable to travel above 14. miles from the place or places of their uſual abode for doing thereof. And the ſaid *T. H.* for him and his Heirs, the ſaid Cloſes and other the Premiſſes, with their Appurtenances, unto the ſaid *K. S.* and his Heirs, againſt him the ſaid *J. H.* and his Heirs, and all claiming or to claim in, by, from or under him, them, or any of them both and will warrant for ever, and defend by theſe Preſents, and the ſaid *I. W.* for him and his Heirs, the Cloſes, and other the Premiſſes, with their Appurtenances, unto the ſaid *K. S.* and his Heirs, againſt him the ſaid *I. W.* and his Heirs, and all claiming or to claim, by, from or under him, them, or any of them, or by, from, or under *I. W.* Eſquire deceaſed, late Father of the ſaid *I. W.* ſhall and will warrant and defend for ever by theſe Preſents, &c.

A Releaſe of Title to Land.

TO all perſons to whom theſe Preſents ſhall come, *J. C.* of &c. eldeſt Son of *J. C.* late of &c. and *E.* his wife alſo deceaſed, ſendeth Greeting. Know ye, That I the ſaid *J. C.* for and in conſideration of a competent Sum of money to be paid by *T. C.* of &c. *F. B.* of &c. and *S. B.* of &c. have remiſed, releaſed, and for ever quit claimed, and by theſe Preſents do for me, my Heirs and Aſſigns, fully, clearly, and abſolutely demiſe, releaſe, and for ever quit-claim, unto the ſaid *T. C. F. B.* and *S. B.* (in their full and peaceable poſſeſſion, and Seiſin being) and to their Heirs and Aſſigns for ever, all the Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which I the ſaid *J. C.* now have, or which I or my Heirs at any time hereafter may or ought to have, of, in, or to all that Capital Meſſuage, and the Lands, Tenements, and Hereditaments thereunto belonging, called &c. with the Appurtenances containing &c. more or leſs, ſcituate, lying, and being in &c. late in the tenure or occupation of &c. and particularly of, in, and to all that and thoſe Cloſe and Cloſes, piece and pieces, parcel and parcels of Land, Meadows, Paſture, and Ground in &c. aforeſaid, called or known by the name of &c. with the Appurtenances, To have and to hold all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, and every part and parcel thereof, with their and every of their Appurtenances unto the ſaid *T. C.* and *F. B.* their Heirs or Aſſigns for ever, ſo that neither I the ſaid *J. C.* nor my Heirs, nor any other perſon or perſons for me or them, or in mine or their name or names, right, title or ſtead, ſhall or may by any wayes and means hereafter, have, claim, challenge or demand any Eſtate or Intereſt of, in or to the ſame Premiſſes, or any part thereof, but from all Action, Right, Eſtate, Title, Intereſt, and Demand, of, in, or to the Premiſſes, and every of them, ſhall and will be utterly excluded and debarred for ever by theſe preſents. And I the ſaid *J. C.* and my Heirs, the ſaid Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, and every part and parcel thereof, with their, and every of their Appurtenances, unto the ſaid *T. C. F. B.* and *S. B.* and their Heirs, to their own proper uſe and uſes, againſt me and my Heirs, and all and every other perſon and perſons lawfully claiming, by, from, or under me the ſaid *J. C.* ſhall and will warrant, and for ever defend by theſe preſents. In witneſs, &c.

An

An Acquittance upon an Indenture of Mortgage, with a Releaſe of all Covenants in the ſame, and of the Mortgagees Claim in the Land mortgaged.

TO all, &c. *T. R.* of *C.* in the County of *C.* Eſq; ſendeth greeting. Whereby a pair of Indentures, bearing date, &c. made between the Right Honourable *E. F.* Kt. of the moſt noble Order &c. Lord *C.* &c. on the one part, and me the ſaid *T. R.* on the other part; The ſaid Lord *C.* hath given, granted, bargained, and ſold to me the ſaid *T. R.* and to mine Heirs and Aſſigns for ever, all thoſe Lordſhips, Mannors, and Parſonages of *B.* and all that the Mannor and Parſonage of *F.* of the County of *L.* with all the Rights, Members, and Appurtenances of the ſame, with divers other things in the ſaid Indentures mentioned, upon and under this Condition, That if the ſaid Lord *C.* his Heirs or Aſſigns, ſhould pay or cauſe to be paid to me the ſaid *T. R.* mine Executors, Adminiſtrators, or Aſſigns, the Sum of 780 *l.* of &c. on the laſt day of this preſent moneth of *A.* in this preſent year of our Lord God &c. at the then dwelling houſe of me the ſaid *T. R.* ſet and being in the Pariſh of St. *M.* in *L.* within the City of *L.* between the Hours &c. that then and from thenceforth the ſaid Indenture, and the Enrollment thereof, and all Covenants and Grants therein expreſſed, ſhould be void and fruſtrate, as by the ſaid Indenture now cancelled may appear. Know ye, That I the ſaid *T. R.* on the day of the date hereof, have had and received of the ſaid Lord *C.* the ſaid Sum of 780 *l.* and every parcel thereof, in full diſcharge and performance of the Condition aforeſaid. And thereupon I have as well agreed to the ſaid Cancelling of the ſaid Indentures; as alſo I do promiſe, for and in conſideration of the ſaid Sum of Money ſo to me paid, to appear in the High-Court of *Chancery*, upon reaſonable Requeſt, and at the Coſts and Charges of the ſaid Lord *C.* his Heirs or Aſſigns, there acknowledging that I am fully ſatisfied and paid the ſaid 780 *l.* and that the Conditions aforeſaid to me-wards, is fully and truly diſcharged and performed; and there alſo give my full and plain Conſent, to the cancelling and making void of the ſaid Enrollment and Record of the ſaid Indenture, before the Maſter of the Rolls, or ſuch other Officer, as then ſhall have Autho ity to take the ſame knowledge. And further, I the ſaid *T. R.* for the ſaid conſideration do remiſe and clearly releaſe unto the ſaid Lord *C.* his Heirs and Executors, all Bonds, Recognizances, and Deeds obligatory whatſoever, wherein the ſaid Lord *C.* is bound to me, for performance of the Covenants and Articles of the ſaid Indenture, and alſo all and every the ſame Covenants and Articles, and all the Right, Eſtate, and Title whatſoever, which I the ſaid *T. R.* mine Heirs or Aſſigns, at any time hereafter, ſhall or may claim of or in the Premiſſes, or any part thereof, of all and ſingular which Premiſſes the ſaid Lord *C.* now is fully and peaceably poſſeſſed. In witneſs, &c.

A Releaſe in Land by one Joynt-Tenant to another.

TO all, &c. *R. P.* of *L.* Gent. ſendeth Greeting in our Lord God everlaſting. Know ye, That I the ſaid *R. P.* for good conſiderations me moving, have remiſed and releaſed, and by theſe preſents for me and my Heirs do remiſe, releaſe, and altogether for ever quit-claim, unto *H. C.* of *L.* aforeſaid, Gent. in his full and peaceable poſſeſſion and ſeiſin being, and to the Heirs and Aſſigns of the ſaid *H.* all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Claim, and Demand whatſoever which I the ſaid *R. P.* ever had, have, or which hereafter I or my Heirs can or may claim to have, to, of, and in all that Meſſuage or Tenement lying and being in *C.* in the County of *E.* with the Appurtenances, now or late in the Tenure of &c. and one Meſſuage or Tenement, &c. All which and ſingular the Premiſſes, our Sovereign Lord, &c. by his Highneſs Letters Patents, bearing date, &c amongſt other things, did grant to me the ſaid *R.* and to the ſaid *H. C.* in Joynt-Tenancy, and to our Heirs for ever, or to, of, or in part or parcel of the Premiſſes, or any of them, ſo that neither I the ſaid *R. P.* nor my Heirs, any Right, Eſtate, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Claim, and Demand, to, of, or in the Premiſſes, or any part thereof, at any time hereafter, can or may claim, challenge, or require, but of and from all action of Right, State, Title, Intereſt, and Demand thereunto, or to any part thereof, to be had, I the ſaid *R.* and my Heirs be altogether barred, and for ever excluded, by theſe preſents. In witneſs, &c.

A Releaſe by one Executor to another of the Debts due to the Teſtator at his deceaſe.

THis Indenture &c. Between *B. B.* one of the Sons, and one of the Executors of the Teſtament of *H. B.* late Cit. and Ald. of *L.* deceaſed, on the one part; and *P. B.* and *W. B.* two other of the Sons; and alſo two of the Executors of the Teſtament of the ſaid *H. B.* on the other part, Witneſſeth, That the ſaid *B. B.* for divers good and ſpecial cauſes, &c. Hath given, aſſigned, releaſed, confirmed, and delivered up, and by theſe preſents doth give, &c. unto the ſaid *P.* and *W. B.* all the Right, Intereſt, Title, Claim, and Demand which the ſaid *B.* hath, or which he as Executor of the Teſtament of the ſaid *H. B.* or by vertue of any Legacy, Gift, Bequeſt, or Appointment to him made, by the ſaid *H. B.* in or by his laſt Will or Teſtament, or by any other way or means whatſoever, hereafter can or may have, or claim to have, or of, in, and to all and ſingular Debt and Debts, Sum and Sums of money whatſoever, which

were

were of the ſaid *H. B.* and to him were due or owing at the time of his deceaſe. And the ſaid *B. B.* for him, &c. covenanteth, &c. in manner, &c. *viz.* That he the ſaid *B.* his Executors or Adminiſtrators, ſhall not at any time hereafter challenge, claim, receive, take, demand, or ſue for, to have any of the Debt or Debts, Sum or Sums of money aforeſaid, either of or againſt the ſaid *P.* and *W.* or either of them, their or either of their Executors or Adminiſtrators, or of or againſt any perſon or perſons which doth owe or detain the ſaid Debt or Debts, Sum or Sums of money aforeſaid, or any of them. And alſo, That he the ſaid *B. B.* heretofore hath not diſcharged or releaſed, or at any time hereafter ſhall not diſcharge or releaſe, any Debt or Debts aforeſaid; or any part or parcel of the ſame Debt or Debts, or any Suit, Judgment, or Execution to be given or had for the ſame, or any part thereof, unleſs it be at the ſpecial Requeſt, and by the conſent and agreement of the ſaid *P.* and *W.* or of the Survivor of them, firſt thereunto had. In witneſs, &c.

A Releaſe of all Right and Title to Lands.

TO all Chriſtian People to whom this preſents ſhall come, *R B.* of *C.* in the County of *D.* Gent. Greeting. Know ye, That I the ſaid *R. B.* as well in part of performance of certain Covenants and Agreements, contained, ſpecified, and declared, in certain Indentures, bearing date the 20 day of *J.* laſt paſt, made between me the ſaid *R. B.* of the one part, and *G. H.* of *I.* in the County of *S.* Gent. of the other part; as for divers other good, juſt, and reaſonable Cauſes and Conſiderations me thereunto eſpecially moving, have remiſed, releaſed, and altogether, of and for me and my Heirs for ever, quit-claimed unto the ſaid *G. H.* in his full and peaceable poſſeſſion and ſeiſin being, and to his Heirs and Aſſigns for ever, all my Right, State, Title, Claim, Uſe, Poſſeſſion, Reverſion, Intereſt, and Demand whatſoever, which I ever had, have, or by any means whatſoever hereafter may have, and which my Heirs hereafter may have, of and in all that the Mannor of *C.* in the County of *T.* and of and in all and ſingular Meſſuages, Cottages, Houſes, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Toſts, Croſts, Lands, Tenements, Meadows, Feedings, Paſtures, Mills, Woods, Underwoods, Arable Lands, Common of Paſture, Rents, Reverſions, Moors, Moſſes, Mines, Quarries, Waters, Pools, Fiſhings, Court-Leets, Profits of Courts, Waifes, Eſtrays, Franchiſes, Liberties, Profits, Commodities, and Hereditaments whatſoever, with all and ſingular their Appurtenances, in *G.* aforeſaid, to the ſaid Mannor, in any wiſe belonging or appertaining, or heretofore accepted, reputed, taken, known, uſed, occupyed, or demiſed, with the Appurtenances, or any part or parcel thereof; and alſo of and in the Reverſion and Reverſions of all and ſingular the Premiſſes whatſoever, and of every part and parcel thereof, ſo that neither I the ſaid *R. B.* nor my Heirs, nor any other perſon or perſons for us, or in our names, any

Right,

Right, State, Title, Claim, Use, Interest, Dower, Title of Dower, or Demand, of and in the aforesaid Mannor, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, and Hereditaments, and other the Premisses, with all and singular their Appurtenances, or any part or parcel thereof, may from henceforth require, claim, or challenge the same, but from all Action of Right, State, Title, Claim, Use, Possession, Reversion, Dower, Title of Dower, Interest, or Demand, to have or seek, shall be for ever excluded and debarred, by these presents. And I the said *R. B.* and my Heirs, all and singular the Premisses before expressed and specified, with all and singular the Appurtenances to the said *A. B.* his Heirs and Assigns, against me and my Heirs, will warrant, and for ever defend, by these presents. *In witness whereof, &c.*

Upon a Mortgage.

TO all Christian People, to whom this present Writing shall come, I *T. H.* Cit. and *G.* of *L.* send greeting. Know ye, That I the said *T. H.* have received and had, this present day of the Date hereof, of *W. L.* of *F.* in the County of *E.* Gent. the full Sum of 100 *l.* of lawful money of *England*, due to me for the Redemption of those two Tenements, with their Appurtenances, set, lying, and being in *S.* in the Parish of St. *B.* within the City of *L.* and of all other the Lands, Tenements, and Hereditaments of the said *W. L.* which he lately mortgaged unto me for the said Sum, and which said Sum of 100 *l.* I have received and had of the said *W. L.* according to the Condition limited, and made, for the redeeming of the Premisses, and I do confess, that by the payment of the said Sum, all my Interest, Right, and Title, of, in, and to the said Tenements, and other the Premisses, is clearly and absolutely extinguished; and that the said *W. L.* is thereof seized to the use of him and his Heirs, as in his former Estate. Know ye therefore further, That I the said *T. H.* have remised, released, and by these presents, for me and my Heirs, do remise, release, and quit-claim unto the said *W. L.* in his full and peaceable possession and Seisin being, and to his Heirs for ever, all my Right, Estate, Title, Claim, Use, Possession, Reversion, Remainder, and Demand whatsoever, which I ever had, now have, or hereafter may have, or which my Heirs shall or may have, of, in, or to the said two Tenements, and other the Premisses or of, in, or to any part or parcel thereof, To have and to hold the said two Tenements, and all other the Premisses, with the Appurtenances, unto the said *W. L.* his Heirs and Assigns for ever, with a Warranty as in the last precedent.

From a man to his Ward.

TO all to whom &c. *R. H.* of *M.* in the County &c. ſends greeting. Whereas the Queens moſt excellent Majeſty that now is, by her Graces Letters Patents, under the Great Seal of *England*, bearing date at *W.* &c. hath granted to me the ſaid *R. H.* the cuſtody of the Body and Marriage of *T. B.* Son and Heir of *F. B.* Eſq; deceaſed. Know ye, That I the ſaid *R. H.* in conſideration of a certain Sum of Money, and for other good cauſes and conſiderations me thereunto moving, do by theſe Preſents remiſe and releaſe all Actions, Suits, Forfeitures, Penalties, Executions, and Demands whatſoever, which I the ſaid *R. H.* have or may have againſt the ſaid *T. B.* his Heirs & Executors, by virtue of the ſaid Grant to me made of the ſaid Wardſhip and Marriage, or by reaſon that he the ſaid *T. B.* hath married himſelf without my conſent, ſo that I the ſaid *R. H.* my Heirs, Executors, or Adminiſtrators, ſhall not at any time hereafter ſue, trouble, or impeach the ſaid *T. B.* his Executors or Adminiſtrators, for or concerning the ſaid Marriage, or for or concerning any other matter or thing touching the ſaid Wardſhip. In witneſs whereof, &c.

A Releaſe of Errors.

TO all to whom theſe preſents ſhall come, *T. C.* ſendeth Greeting. Know ye, That I the ſaid *T. C.* for divers good cauſes and conſiderations me thereunto moving, have remiſed, releaſed, and for me, my Heirs, Executors, and Adminiſtrators, for ever quit-claimed, and by theſe preſents, do remiſe, releaſe, and for ever quit-claim, unto *R. C.* his Heirs, Executors, and Adminiſtrators, all Actions and Writs of *Error* and *Errors*, and all *Errors* whatſoever, which I the ſaid *T. C.* or my Heirs might have or proſecute againſt the ſaid *R. C.* his Heirs, Executors, or Adminiſtrators. In witneſs, &c.

Another Releaſe by Executors.

KNow all men by theſe preſents, That we *J. H.* of *J.* in the County of *S.* Yeo. and *T. H.* of &c. Yeo. Executors of the laſt Will and Teſtament of *H. H* &c. deceaſed. Have remiſed, releaſed, and for ever quit-claimed unto *R. H.* of &c. Yeo. his Heirs, Executors, and Adminiſtrators, all and all manner of Actions, Plaints, Writs, Suits, &c. that ſhall or may ariſe, accrew, happen, or grow in any wiſe hereafter, by colour or means of any Obligation with Condition ſubſequent or indorſed, Bill Obligatory, or ſingle Bill, or other ſpecialty whatſoever, heretofore made by him the ſaid *R. H.* upon any Contract, Covenant, Concluſion, and Agreement in any wiſe, between them the ſaid *R. H.* and *H. H.* And alſo know, That neither we the ſaid *J. H.* or *T. H.* our Heirs, Executors, or Adminiſtrators, nor any of us, ſhall or will commence, or cauſe to be commenced, any manner of Action or Suit againſt the ſaid *R. H.* his Heirs, Executors, or Adminiſtrators, or any of them, for, touching, or concerning any Debt, Duty, or Demand, due by ſpecialty or otherwiſe, unto him the ſaid *H. H.* deceaſed: And if heretofore we have made and delivered any Letters of Attorney, or other Writing to any perſon or perſons, to ſue, arreſt, or implead &c. the ſaid *R. H.* we do hereby fully, wholly, and abſolutely retract, abrogate and diſannul the ſame, as if no ſuch Letter of Attorney or other Writing had been made. And laſtly, We the ſaid *J. H.* and *T. H.* do further covenant, promiſe, and agree, to and with the ſaid *R. H.* by theſe Preſents, That if any perſon or perſons whatſoever, ſhall notwithſtanding this Releaſe and Revocation, commence any Suit in any Court againſt the ſaid *R. H.* his Heirs, Executors, or Adminiſtrators, upon any ſuch ſpecialty, by force or colour of the ſaid Letter of Attorney, that we the ſaid *J. H.* and *T. H.* will not only in Court immediately make a Retraxit and diſcontinuance of the ſaid Suit, ſo much as in our power conſiſteth, but will alſo make any other or further Releaſe to this effect, upon reaſonable Requeſt unto us made, and at his coſts and charges, &c.

Of Joynture and Dower.

KNow all men by theſe Preſents, That I Dame *D. W.* Widow, Executrix and late Wife to Sir *G. W.* Kt. in conſideration that the ſaid Sir *P. W.* brother of the ſaid Sir *G. W.* ſtandeth bounden to pay yearly the Sum of 300 l. to me during my life, and for divers other good and juſt conſiderations, me eſpecially moving, have remiſed and releaſed, and by theſe Preſents for me, my Executors, and Adminiſtrators, do remiſe and releaſe unto the ſaid Sir *P. W.*

one

one Recognizance, whereby the ſaid Sir *P. W.* then Eſq; became bound unto the ſaid Sir *G. W.* in the Sum of 5000 l and all Actions, Suits, Executions, and Demands by reaſon thereof, or of any other matter, thing, or cauſe, had, made, or done unto the ſaid Sir *G W.* Know ye further, That I the ſaid Dame *D.* for the conſiderations aforeſaid, have granted, ſurrendred, releaſed, and confirmed; and by theſe Preſents do grant, ſurrender, releaſe, and confirm unto the ſaid Sir *P. W.* and his Heirs, my Joynture and Dower, and all my Right and Title of Joynture and Dower, and all the Eſtate, Right, Uſe, Poſſeſſion, Intereſt and Demand whatſoever, which I the ſaid Dame *D. W.* had, have, may, or ought to have, in or to all and ſingular Mannors, Lands, Tenements, and Hereditaments whatſoever, in the ſeveral Counties of *N.* and *L.* or elſewhere, within the Realm of *Engl.* which were the Mannors and Lands of Sir *N. W.* Kt. Father of the ſaid Sir *G.* and Sir *P.* by virtue or means of any Award, Feoffment, Teſtament, Deed, Writing, or any other way whatſoever: To have and to hold all and ſingular the ſaid Mannors, Lands, Tenements and Hereditaments, and all other other the Premiſſes, unto the ſaid Sir *P. W.* his Heirs and Aſſigns for ever, free and clearly diſcharged, of and from all former Eſtates, Charges, and Incumbrances whatſoever, had made or done by me the ſaid Dame *D W.* or any other perſon or perſons whatſoever, lawfully claiming by, from, or under me. In witneſs, &c.

Of Lands and Actions.

KNow all men by theſe Preſents, That I *W. L.* of *M.* in the County of *N.* Gent. for divers good cauſes and conſiderations, me thereunto moving, have granted, remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents for me, my Heirs, Executors, and Adminiſtrators, do grant, remiſe, releaſe, and for ever quit-claim, unto *R. L.* Widow, the late Wife of *T. L.* late of *M* aforeſaid, Eſq; all and all manner of Actions, as well real as perſonal, Suits, Quarrels, Debts, Treſpaſſes, Complaints, and Debates whatſoever, which I the ſaid *W. L.* my Heirs, Executors, or Adminiſtrators, or any of us heretofore had, or at any time hereafter, may, might, ought, or could have againſt the ſaid *G. L.* her Executors, or Adminiſtrators, or any of them, for or by reaſon of any matter, thing, or cauſe whatſoever, from the beginning of the World, until the day of the date of theſe Preſents. And alſo all the Eſtate, Right, Title, Intereſt, Term, and Demand whatſoever, which I the ſaid *W. L.* my Heirs, Executors, Adminiſtrators, or Aſſigns, or any of us now have, or at any time hereafter may, can, might, ſhould, ought, or could in any ſort, have, pretend, claim, or challenge to have, of, in, or to one Capital Meſſuage or Tenement, with the Appurtenances, commonly called or known by the name of the *V.* ſituate, lying, and being in *M.* aforeſaid, and of, in, and to all or any the Houſes, Edifices, Buildings, Lands, Tenements, and Hereditaments whatſoever, to the ſaid Capital Meſſuage or Tenement belonging, or in any wiſe appertaining,

pertaining, or of, in or to any part or parcel thereof, by force of any Leaſe, or otherwiſe. In witneſs, &c.

Walmeſley.

For Receipt of Writings.

KNow all men by theſe Preſents, That I *A. B.* of *L.* Gent. have had and received, the day of the date of theſe preſents, of *C. D.* of *M.* in the County of *D.* Yeo. all thoſe ſeveral Deeds, Charters, Evidences, Writings, and Minuments, which be particularly ſpecified and mentioned in a Schedule or Inventory, to theſe preſents being annexed, being parts and parcels of thoſe Deeds, Evidences, Charters, Writings, Minuments, and Copies, which he the ſaid *C.* by his Indenture of Bargain and Sale, bearing date with theſe preſents, hath covenanted and agreed to deliver, or cauſe to be delivered, to me the ſaid *A. B.* on this ſide the laſt day of *N.* now next coming, as by the ſaid Indenture, amongſt divers other Covenants, Grants, and Articles therein contained, more plainly at large may appear. Of which ſaid ſeveral Deeds, Charters, Evidences, Writings, and Minuments, and every parcel thereof, in the ſaid Schedule particularly ſpecified and mentioned, I do clearly and abſolutely acquit and diſcharge the ſaid *C. D.* his Heirs, Executors, and Adminiſtrators, by theſe preſents, ſealed with my Seal, given the day, &c.

An Acquittance made by an Attorney.

KNow all men by theſe Preſents, That I *E. F.* by virtue and authority of one Writing or Letter of Attorney made unto me by *G. H.* of *L.* Gent. have received the day of the date hereof, of *T. L.* of *B.* in the County of *M.* Yeo. the ſum of 40 s. for payment whereof, the ſaid *T. L.* ſtood bound to the ſaid *G. H.* by his Bill Obligatory, of which Sum of 40 s. ſo by me received, I acknowledge my ſelf, in the name of the ſaid *G. H.* to be truly and fully ſatisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid *T. L.* his Heirs, Executors, and Adminiſtrators, and every of them by theſe preſents. In witneſs, &c.

Another

Another Releaſe of Errors.

BE it known unto all men by theſe preſents, That I *W. F.* of *W.* in the County of *S.* Eſq; for divers good cauſes and conſiderations me thereunto moving have remiſed, releaſed, and for ever quit claimed, and by theſe Preſents for me, my Executors and Adminiſtrators, do remiſe, releaſe, and for ever quit-claim, unto *J. S.* of *N.* in the ſaid County Gent. all and all manner of *Error* and *Errors*, Actions, Suits, Proceſs, and Writs of *Error* whatſoever, which I the ſaid *W. F.* my Executors or Adminiſtrators, or any of us heretofore had, now have, or at any time or times hereafter, may, can, might, ſhould, or ought to have, commence, proſecute, or purſue againſt the ſaid *J. S.* his Executors or Adminiſtrators, for, touching, or concerning, or upon, or by reaſon of any Judgment, or Judgments whatſoever, by, or in that behalf of him the ſaid *J. S.* at any time heretofore had, proſecuted or obtained in any of the Kings Majeſties Courts whatſoever, againſt the ſaid *W. F.* in any wiſe, or againſt any other perſon or perſons, which were, or are in any ſort bound for, or with the ſaid *W. F.* for any matter, thing, or cauſe whatſoever, from the beginning of the World, until the day of the date hereof: In witneſs, &c.

A Releaſe of Errors in a Fine.

THis Indenture made the 10th day of *M. An. Dom.* 1650. Between *R. D.* of *S.* in the County of *N.* Gent. on the one part, and *L. D.* Son and Heir apparant of the ſaid *J. S.* Eſq; Son and Heir apparant of Sir *T. S.* Kt. and *R. H.* of *N.* in the County of *C.* Eſq; Witneſſeth, That the ſaid *R. D.* for divers and ſundry good cauſes and conſiderations him thereunto moving, and eſpecially for and in conſideration of a Marriage already had and ſolemnized between the ſaid *R. D.* and *E.* the now wife of the ſaid *R.* and Mother of the ſaid *L. D.* hath remiſed, releaſed, and quit-claimed, and by theſe preſents, doth for him and his Heirs quit-claim, as well unto the ſaid *L. D.* and his Heirs, as unto the ſaid *J. S.* and *R. H.* their and every of their Heirs, all and all manner of Errors, Actions, and Writs of Errors, Judgments of Errors, Executions, Rights, and Demands whatſoever, whereunto the ſaid *R. D.* now is, or he or his Heirs hereafter ſhall be, in any wiſe intituled unto, by, or upon, or by reaſon, means, or occaſion of any Fine or Fines heretofore levyed, ſithence the beginning of his Highneſs Raign that now is, unto the ſaid *T. S.* and *R. H.* or to either of them, & unto any perſon or perſons joyntly or ſeverally, or by reaſon of any Error or Errors whatſoever, therein or thereabouts had, committed, made, or

ſuffered; ſo that the ſaid *R. D.* and his Heirs, ſhall be thereof for ever by theſe preſents excluded and barred: In witneſs whereof, &c.

A general Releaſe touching Evidences and Writings.

BE it known unto all men by theſe preſents, That I *R. D.* of *E.* in the County of *W.* Eſq; have had and I received the day of the date hereof, of *A. G.* Wid. Executrix of the laſt Will and Teſtament of *T. G.* of *B.* in the ſaid County Gent. and *J. G.* Gent. Son and Heir of the ſaid *T. G.* one ancient Cheſt, plated with Iron bars, containing all and every ſuch Boxes and parcels of Evidences, Mynuments, Eſcripts, Court-Rolls, Terrars, Charters, and Writings, concerning the Lands, Poſſeſſions, and Inheritance of *A. B.* late of *C.* in the County of *D.* Eſq; deceaſed, and now the Lands and Inheritance of me the ſaid *R. D.* as delivered and referred by the Right Honourable *T.* late Earl of *N.* deceaſed, to the cuſtody and ſafe keeping of the ſaid *T. G.* and remaining or left upon the death of the ſaid *T. G.* in the cuſtody or poſſeſſion of the ſaid *A. G.* and *I.* or either of them. Of all which ſaid Cheſt and Boxes, and all other the parcels of Evidences, Mynuments, Eſcripts, Charters, Court-Rolls, Terrars, and Writings aforeſaid, and of all and every Action, Challenge, Suit, and Demand whatſoever, touching the cuſtody, detaining, ſafe keeping, or delivery of the Cheſt, Boxes, and the ſaid Mynuments, Eſcripts, Charters, and Writings, and every of them, I the ſaid *R. D.* for me, my Heirs, Executors, and Adminiſtrators, do acquit, exonerate, and diſcharge the ſaid *A. G.* and *I. G.* their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of them, and either of them, by theſe preſents: In witneſs whereof, &c.

A general Releaſe by Executors.

TO all Chriſtian People, to whom theſe preſent Writing ſhall come, *A. W.* of *B.* in the County of *D.* Wid. and *E. W.* of *B.* in the ſaid County, Yeo. Executors of the laſt Will and Teſtament of *I W.* deceaſed, ſend Greeting; Know ye, That we the ſaid *A. W.* and *E. W.* and either of us, for divers good cauſes and conſiderations, us and either of us moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents do for and from us and either of us, our, and either of our Heirs, Executors, and Adminiſtrators, and every of us, do remiſe, releaſe, and quit-claim unto *R. S.* of *S.* in the County of *L.* Gent. all and all manner of Actions, Suits, Quarrels, Debts, Duties, Errors, Actions, Writ, and Writs of Errors and Demands whatſoever, which we, or either of us, heretofore had, now have, or hereafter ſhall, may, can, might, or ought to have againſt the ſaid *R. S.* his Heirs, Executors, or Adminiſtrators, or any of them, for, or by reaſon

reaſon of any Action, Suit, or Judgment, heretofore had, proſecuted, or obtained, by or in behalf of the ſaid *R. S.* againſt us the ſaid *A.* and *J.* or either of us, in his Majeſties Court of Common Pleas, for or concerning, &c. for any matter, cauſe, or thing, from the beginning of the World, until the day of the date of theſe preſents. In witneſs whereof, &c.

Of Tythe Lead Oare.

TO all to whom theſe preſents ſhall come, *J. L.* of *N.* in the County of *N.* Eſq; *J. J.* of &c. Gent. and *F.* his Wife, Siſter of the ſaid *J. L.* ſendeth Greeting. Whereas Sir *F. L* Kt. did by Indenture or other ſufficient aſſurance, demiſe and grant unto the ſaid *J. L.* and *F.* his Siſter, all that his Tythe Lead-Oar, within the high *Peak* or elſewhere, within the County of *D.* with all and ſingular Commodities and Profits thereof, or thereunto belonging or appertaining, in what kind or order ſoever it was paid, with the Appurtenances thereunto belonging in ſuch manner and ſort, as *G. H.* his Aſſignee or Aſſignees then occupied the ſame Tythe Lead-Oar, for the term of 21 years, from the day of the Feaſt of *P.* next enſuing the date of the ſaid Indenture or conveyance, as by the ſame more fully appeareth. And whereas the ſaid *J. L.* and *F.* Siſter of the ſaid *J.* before the Marriage between her and *J. J.* have heretofore made a Grant and an Aſſignment in Writing to *G. E.* &c. for the Conveyanc and Aſſurance of the ſaid Tythe Lead Oar, with the Appurtenances, and all and ſingular Commodities and Profits thereunto belonging, for all the term of years which they had or claimed in or to the ſame, and of all their and either of their Eſtates, Title, or Intereſt therein, by virtue of the Leaſe aforeſaid. Now the ſaid *J. L J. J* and *F.* his wife, for the further aſſurance of the ſaid Oar to the ſaid *E.* Have granted, confirmed, remiſed, and releaſed; by theſe preſents do grant, confirm, and releaſe unto the ſaid *E* of *S.* his Executors and Aſſigns, all the ſaid Tythe Lead Oar, and all and every their and every of their Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which they the ſaid *J. L. J. J.* and *F.* his wife, or any of them have, had, or may claim and demand, of, in, or to the ſame, by virtue of the Leaſe aforeſaid, To have and to hold the ſame to the ſaid *E.* and his Aſſigns, for and during ſo many of the ſaid 21 years as yet remain unexpired; and during all ſuch term and intereſt, and in as ample manner and form as they the ſaid *J. J.* and *F.* his wife, or any of them ought to have and hold the ſame, by virtue of the ſaid Leaſe. In witneſs, &c.

A Releaſe with Warranty.

TO all to whom theſe preſents ſhall come, *T. F.* of *G.* in the County of *H.* ſendeth Greeting. Whereas *G. F.* of *L.* in the ſaid County, Gent. had and purchaſed of me the ſaid *T. F.* one Meſſuage or Tenement, ſcituate, lying, and being in *B.* in the ſaid County, and alſo all Lands, Meadows, Feeding, and Paſtures, Woods, Under-woods and Trees, of, in, and on the Premiſſes, growing and being; and the Land, Ground, and Soile where the ſaid Woods, Under-woods, and Trees do grow, and the Reverſion and Reverſions whatſoever, of all and ſingular the Premiſſes, and the yearly Rents and Profits reſerved upon certain Demiſes and Grants of the Premiſſes any way made, and to the late diſſolved Monaſtery of *B* aforeſaid, in the County aforeſaid, belonging and appertaining, and part of the Poſſeſſions thereof being. To have and to hold to the ſaid *G. F.* his Heirs and Aſſigns for ever, as by the aforeſaid Deed of Feoffment by me to the ſaid *G. F.* made, bearing date, &c. more at large appeareth. Now know ye, That I the ſaid *T. F.* have Remiſed, Releaſed, and for me, and mine Heirs for ever, quit-claimed unto the ſaid *G. F.* his Heirs and Aſſigns, all my Right, Title, Intereſt, Claim, and Demand which I ever had, now have, or by any wayes or means hereafter may have, of and in the foreſaid Meſſuage or Tenement, and Premiſſes, or any part and parcel thereof, with the Appurtenances: So that neither I the ſaid *T. F.* nor my Heirs, nor any other, by us, or in our names, any Right, Title, Intereſt, or Claim in the foreſaid Meſſuage or Tenement, or any of the Premiſſes, nor in any part or parcel thereof, from henceforth may require, claim, or challenge, but from all Action of Right, Title, Intereſt or Claim, may all be utterly barred and excluded by theſe preſents. And I the ſaid *T. F.* and my Heirs, the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes, and every part and parcel thereof, to the ſaid *G. F.* his Heirs and Aſſigns, againſt me the ſaid *T. F.* and my Heirs will Warrant, and for ever by theſe Preſents defend. In witneſs, &c.

By a Subſtitute to an Attorney.

TO all to whom theſe preſents ſhall come, *N. C.* of &c. ſendeth Greeting. Whereas *A. B.* of *L.* Gent. by his Writing under his Hand and Seal, dated, &c. did give unto *C. D.* of *M.* of *T.* Gent. full power and authority as his lawful Attorney, to aſk, levy, receive, and take of *R. S.* of *W.* in the County of *N.* Yeo. the ſum of 40 *l.* And whereas the ſaid *C. D.* by vertue of the ſaid Letter of Attorney, did by his Writing under his Hand and Seal, Conſtitute and Appoint me the ſaid *N. C.* his lawful Deputy and Subſtitute, to aſk, levy,

levy, receive, and take to the uſe of the ſaid *A. B.* and did give me further authority to deal for him in the Premiſſes, in as full and ample manner to all intents and purpoſes, as he the ſaid *C. D.* could or might have done by vertue of the ſaid Letter of Attorney to him made as aforeſaid, as in and by the Writing made to me by the ſaid *A. B.* appeareth. Now know ye, That I the ſaid *N. C.* have received, the day of the date hereof, of the ſaid *R. S.* the ſaid Sum of 40 s. and thereof, and of every part thereof, in the name of the ſaid *A. B.* do acquit and diſcharge the ſaid *R. S.* by theſe Preſents. In witneſs, &c.

For a Legacy.

KNow all men by theſe Preſents, That I *A. B.* of *P.* in the County of *S.* Yeo. Have received and had the day of the date hereof, of *G. T.* Executor of the laſt Will and Teſtament of *L. M.* the Sum of 50 l. of lawful money of *England*, in full payment and ſatisfaction of 50 l. given and bequeathed by the ſaid *L. M.* unto me the ſaid *A. B.* by the ſaid Will of the ſaid *L. M.* which ſaid Sum of 50 l. I acknowledge to have received in full ſatisfaction of all Bequeſts and Legacies to me given by the ſaid Will; and thereof, and of every part thereof, do acquit and diſcharge the ſaid *G. T.* his Executors and Adminiſtrators by theſe Preſents. In witneſs, &c.

For a Debt.

KNow all men by theſe Preſents, That I *A. B.* of &c. have received and had the day of the date hereof, of *J. L.* of &c. Gent. the Sum of 20 l. in part of payment of a greater ſum due unto me, ſpecified and contained in a certain Writting Obligatory, wherein the ſaid *J. L.* ſtandeth bounden with others, unto me the ſaid *A. B.* for payment of 40 l. due and payable unto me, on the 10th day of *M.* laſt paſt, of which ſaid ſum of 20 l. I do acknowledge the Receit, and thereof, and of every part thereof, do clearly acquit and diſcharge the ſaid *J. L.* his Heirs, Executors, and Adminiſtrators by theſe Preſents. In witneſs, &c.

A Releaſe made by mediation of Friends to certain Lands, and to certain Rent.

THis Indenture made, &c. Between &c. Witneſſeth, That whereas Suits, variance and diſagreement, hath been heretofore had and made between the ſaid parties to theſe preſents, of, for, and concerning the right, title, intereſt, and inheritance of certain Lands, Tenements, and Hereditaments, lying and being in *W.* in the County of *N.* late in the Poſſeſſion or Occupation of &c. and which they the ſaid *A. B.* and *C. D.* did challenge and claim to be their ſeveral Inheritance, and to have been held and occupied under the Rent of &c. and which the ſaid *J. S.* claimed to be his ſeveral and ſole Inheritance, and alledged them the ſaid *A. B.* and *C. D.* and thoſe whoſe Eſtate they have, only to have received the Sum of &c. as a dry Rent out of the ſaid Premiſſes, which ſaid matters of variance, controverſie, and debate, were, and are by the mediation of &c. Friends indifferently choſen by all the ſaid parties, ended and determined, and all the ſaid parties mutually agreed of, for, and concerning all the ſaid Cauſes, Matters, and Grievances: And although it ſeemed to the ſaid &c. the Mediators, that the ſaid *J. S.* had good Title to the ſaid Meſſuage and whole Tenement, and that there was only due to the ſaid *A. B.* and *C. D.* a Rent of &c. yearly; yet notwithſtanding for the clear extinguiſhing of the ſaid pretended Intereſt of the ſaid *A. B.* and *C. D* as well in and to the ſaid Tenement, as alſo in and to the ſaid Rent of &c. And for the continuance of quietneſs and friendſhip between the ſaid parties according to the mediation of the ſaid &c. It is covenanted, granted, concluded, and agreed, by and between the ſaid parties, and every of them, in manner and form following. And firſt the ſaid *A. B.* and *C. D.* for them, their Heirs, Executors, and Adminiſtrators, do remiſe and releaſe unto the ſaid *J. S.* being in his lawful and peaceable poſſeſſion of the ſaid Meſſuage and Premiſſes, all their, and either of their Right and Intereſt, of, in, and to the ſaid Rent, Meſſuage, and Tenement, and do covenant, grant, conclude, condeſcend, and fully agree to and with the ſaid *J. S.* his Heirs, Executors, and Adminiſtrators, and to and with every of them, by theſe preſents, That he the ſaid *J. S.* his Heirs and Aſſigns, and every of them, ſhall and may, at all and every time and times hereafter, lawfully, peaceably, and quietly have, hold, occupy, and enjoy, as their and every of their ſole and proper Inheritance, all ſuch Lands, Tenements, and Hereditaments, lying in *W.* free and clearly diſcharged of all Rents iſſuing out of the ſame, payable to them, or either of them. And further alſo, That all the ſaid Lands, Tenements, and Hereditaments, and the Right, Title, and Inheritanc of the ſame and every parcel thereof, is and ſhall be adjudged, conſtrued, and taken to be in the ſaid *J. S.* and his Heirs for ever, as their ſole and proper Inheritance, without any further claim thereof, or therein, to be made by the ſaid *A. B.* and *C. D.* or either of them, in any wiſe. And further, That all the ſaid Lands, Tenements, and Hereditaments,

ditaments, lying in &c. the day of the date hereof, are, and ſo ſhall, from time to time, and at all times hereafter, remain, continue, and be unto the ſaid *J. S.* his Heirs and Aſſigns for ever, free and clearly acquitted, exonerated, and diſcharged, or otherwiſe ſufficiently, from time to time hereafter, acquitted, indempnified, and ſaved harmleſs, of and from all and all manner of former or other bargains, ſales, &c. And laſtly, for the further and full extinguiſhment, as well of the ſaid yearly Rent of &c. as alſo of all the pretended Intereſt of them the ſaid *B.* and *C. D.* of, in, and to the ſame, they the ſaid *A. B.* and *C. D.* for themſelves, their Heirs and Aſſigns, do further covenant, grant, conclude, and agree to and with the ſaid *J. S.* his Heirs and Aſſigns, and to and with every of them by theſe Preſents, That they the ſaid *A. B.* and *C. D.* their Heirs and Aſſigns, and every of them, ſhall and will, from time to time, and at all times hereafter, by the ſpace of three years, upon reaſonable Requeſt of the ſaid *J. S.* his Heirs or Aſſigns, to them to be made, and at and upon his onely proper coſts and charges in the Law and otherwiſe, knowledge and levy a *Fine ſur Releaſe* of the ſaid Meſſuages, Lands, Tenements, and Hereditaments before ſpecified unto him the ſaid *J. S.* and his Heirs, and for the full explanation of the true intent and meaning of the levying of the ſaid Fine as aforeſaid. It is further declared by them the ſaid *A B.* and *C. D.* and likewiſe covenanted and agreed by and between all the ſaid parties to theſe Preſents, That the ſaid Fine, ſo before covenanted to be levied unto the ſaid *J. S.* as aforeſaid, ſhall extend to all the ſaid Meſſuage, Lands, Tenements and Hereditaments, lying in, &c. aforeſaid, and to all Rents iſſuing out of the ſame, and to no other Lands or Tenements, and that the ſame ſhall be for the eſtabliſhing of the ſame to the ſaid *J. S.* his Heirs and Aſſigns for ever, and to no other uſe, intent, or purpoſe whatſoever.

A Releaſe by him that ſuffered a Recovery in Land to the Recoverer after the Recovery paſſed.

TO all, &c. *T. M.* &c. ſendeth greeting. Whereas I the ſaid *T.* in the Term of Saint *M.* laſt paſt, have ſued a Writ of *Entry ſur diſſeiſin en le Poſt*, out of the Queens Majeſties Court of Chancery, returnable before her Juſtices, in her Court of Common Pleas at *W.* againſt *N. M.* of &c. by the name of *N. M.* of the moiety of one Meſſuage, &c. in *C.* in the County aforeſaid, In which Action the ſaid *N.* in the ſame Court did vouch to warranty *E. P. N. P.* who appearing in their proper perſons, did vouch over *T. H.* the common vouch according to the courſe of Common Recoveries had, who afterwards made Default, and thereupon Judgment given and Execution thereof had and executed accordingly, as doth appear in the 353 Roll of the Common Pleas in the ſaid Court, in the ſaid Term of Saint *M.* enrolled, which Recovery ſo had and executed, was to the only uſe of the ſaid *N. M.* and the Heirs of the ſame *N.* Know ye, That I the ſaid *T.* have remiſed, releaſed, and quit-claimed, for and from me, mine Heirs and Aſſigns for ever, do remiſe, releaſe,

releaſe, and quit-claim unto the ſaid *N. M.* in his full and peaceable poſſeſſion and ſeiſin being, and to the Heirs and Aſſigns of the ſame *N.* for ever, all the Right, Title, Claim, Intereſt and Demand whatſoever, I had, now have, or hereafter may have, of and in the ſaid Premiſſes, and in every part thereof. And further, I the ſaid *T.* all the ſaid Premiſſes, with the Appurtenances unto the ſaid *N. M.* and to the Heirs of the ſaid *N.* againſt the ſaid *T.* and mine Heirs only, ſhall warrant and defend for ever, by theſe preſents. In witneſs, &c. dated the 6th day of *N. Anno R. R. Eliz.* 8.

A Releaſe of Jewels, Houſhold ſtuff, and other perſonal Eſtate.

THis Indenture made &c. Between *J. M.* of *B.* in the County of *G.* in the Kingdom of *Scotland*, Eſq. and *M* his wife one and ſole poſtnate of the Daughters of Sir *J. M* of *C.* Kt. deceaſed, Elder brother of Sir *R. M.* of *C.* aforeſaid Bar. deceaſed, of the one part; And the Right Honourable *J.* Earl of *A.* of the other part, Witneſſeth, That the ſaid *J. M.* and *M.* his wife, for and in conſideration of a competent Sum of lawful money of *England* to them in hand paid, at or before the ſealing and delivery hereof by the ſaid Earl of *A.* the Receipt whereof they the ſaid *J. M.* and *M.* do hereby acknowledge, and thereof, and of every part thereof, do acquit, exonerate, and diſcharge the ſaid Earl, his Heirs, Executors, and Adminſtrators, and every of them, by theſe Preſents; And for divers other good cauſes and conſiderations them the ſaid *J. M.* and *M.* thereunto moving, Have given, granted, bargained, ſold, releaſed, and confirmed; And do by theſe Preſents, for them, their Executors, and Adminiſtrators, fully and abſolutely give, grant, bargain, ſell, releaſe, and confirm unto the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, All the Goods, Chattels, Plate, Jewels, Houſhold-ſtuff, and perſonal Eſtate of the ſaid Sir *R. M.* deceaſed, within the Realms of *England* and *Scotland*, and either of them; And all the Eſtate, Right, Title, Intereſt, Claim, Property and Demand whatſoever of them the ſaid *J. M* and *M.* of, in, and to all or any of the Goods, Chattels, Plate, Jewels, Houſhold-ſtuff, and perſonal Eſtate of the ſaid Sir *R. M.* To have and to hold the ſaid Goods, Chattels, and Premiſſes, unto the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, to the only uſe and behoof of the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns for ever. And the ſaid *J. M.* for himſelf, his Heirs, Executors, Adminſtrators, and Aſſigns, and every of them, doth covenant, promiſe, and grant, to and with the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner following; (That is to ſay) That he the ſaid Earl of *A.* his Executors, Adminiſtrators and Aſſigns, and every of them, notwithſtanding any act or thing done or ſuffered, or to be done or ſuffered, by the ſaid *J. M* and *M.* or either of them, ſhall and may, from time to time, and at all times, for ever hereafter, peaceably and quietly have, hold, poſſeſs, and enjoy all and ſingular the Premiſſes herein before

ſore Granted, Bargained, Sold, Releaſed, and Confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, without the lawful let, ſuit, trouble, denial, or interruption of them the ſaid *J. M.* and *M.* and either of them, their and either of their Executors, Adminſtrators, and Aſſigns, and every other perſon and perſons, any thing having or lawfully claiming in and to the Premiſſes, or any part or parcel thereof, by, from, or under him, her, them, or either or any of them. And that he the ſaid *J. M.* and *M.* or either of them, or their or either of their Executors, Adminiſtrators, or Aſſigns, ſhall not nor will, at any time hereafter, meddle with the ſaid Premiſſes hereby granted, bargained, ſold, releaſed, and confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, or any part or parcel thereof, without the requeſt, direction, and appointment of the ſaid E. of *A.* his Executors, Adminiſtrators, or Aſſigns. And further, That he the ſaid *J. M.* and *M.* their Executors, Adminiſtrators, and Aſſigns, ſhall and will, at all times, and from time to time, at and upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid E. of *A.* his Executors, Adminiſtrators, and Aſſigns, do, execute, and ſuffer to be done and executed, all and every ſuch lawful and reaſonable Act and Acts, Thing and Things whatſoever in the Law, as well for the further and more perfect Aſſuring and Conveying of all the ſaid Goods, Chattels, and Premiſſes, hereby granted, bargained, ſold, releaſed, and confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, unto the ſaid E. of *A.* his Executors, Adminiſtrators, and Aſſigns; As alſo for the gaining and obtaining of the ſame, to and for the uſe, benefit, and behoof of the ſaid Earl, his Executors, Adminiſtrators, and Aſſigns, as by the ſaid E. of *A.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed, or required; So as the ſaid *J. M.* and *M.* and their Executors, Adminiſtrators, and Aſſigns, ſhall not be thereby compelled to travel further then to the Town of *D.* or the ſpace of 30 miles, &c. In witneſs, &c.

REVO-

REVOCATIONS.

Of uſes in former Indentures mentioned according to the power thereby given.

THis Indenture made, &c. Between *E. S.* of *S.* in the County of *L.* Eſq; of the one part, and *R. H. T. T. J. B.* and *H. H.* of the other part, Witneſſeth, That whereas the ſaid *E. S.* did heretofore by his Indenture bearing date &c. made betwixt him the ſaid *E. S.* of the one part, and *J. O.* of *O* in the ſaid County of *L.* Eſq; of the other part, do covenant, grant, and agree, to and with the ſaid *J. O.* his Executors and Adminiſtrators, That he the ſaid *E.* his Heirs, in ſuch manner and form as in and by the ſaid recited or mentioned, Indenture is covenanted and agreed, ſhould and would convey and aſſure, or cauſe to be conveyed and aſſured, unto the Right Honourable *H.* Earl of *D.* ſithence deceaſed, and to the ſaid *R. H. T. T.* &c. and their Heirs, and to the Survivor of them and his Heirs, all and ſingular Mannors of *S. B.* and *S.* in the ſaid County of *L.* and alſo all and ſingular Suits, Seigniories, Services, Franchiſes, Priviledges, Court-Leets, Perquiſites of Courts and Leets, View of Franck-pledge, and that to view of Frank-pledge appertaineth, and all Appurtenances, Emoluments, and Hereditaments whatſoever, unto the ſaid Mannors and Lordſhips, or unto any of them belonging and appertaining, and alſo all and ſingular his Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, within the ſeveral Towns, Townſhips, Fields, Hamlets, Precincts, and Territories of *S. H A.* and *O.* and elſewhere in the County of *L.* to the ſeveral uſes, intents, and purpoſes, agreements, limitations, liberties, proviſoes, and conditions in the ſaid mentioned or recited Indenture mentioned, expreſſed, and declared, and to no other uſe, intent, or purpoſe in any wiſe. The particulars of which ſaid uſes doth more plainly appear in and by the ſaid mentioned or recited Indenture, Relation thereunto being had or made. In which ſaid recited or mentioned Indenture of the 35. year of her Highneſs Raign, there is nevertheleſs contained and compriſed one *Proviſo* or Clauſe to the Tenor or Effect hereafter following; That is to ſay, Provided nevertheleſs, &c. (reciting the Proviſo of Revocation *Verbatim.*) Now therefore it is agreed by and betwixt the parties to theſe Preſents, and the ſaid *E S.* according to the Tenor, Power, or Liberty of the ſaid *Proviſo*, being fully minded, determined, & reſolved to alter and determine the Eſtate and Eſtates limited in uſe, in or by the ſaid mentioned Indenture of the 35th year of her Higneſs Raign, unto *T. S.* of *B.* and the Heirs males of his body,

and

and alſo the Eſtate and Eſtates limited in uſe, in or by the ſaid recited Indentures unto *J. S.* for term of his life, without impeachment of Waſt, and after his deceaſe, then to *E. S.* Son of the ſaid *J.* and the Heirs males of his Body lawfully begotten, doth by theſe Preſents, and by force and according to the ſaid *Proviſo* before recited, or the power or liberty thereof, revoke, repeal, and determine all and every the ſaid Eſtate and Eſtates in any wiſe limited in uſe, in or by the ſaid recited or mentioned Indentures, unto the ſaid *T. S.* of *B.* and the Heirs males of his Body lawfully begotten, and alſo all and every the Eſtate and Eſtates in or by the ſaid Indentures limited in uſe unto the ſaid *J. S.* for term of his life, and all and every the Eſtate and Eſtates in or by the ſaid recited or mentioned Indentures, limited in uſe unto the ſaid *E. S.* Son of the ſaid *J.* and the Heirs males of his Body lawfully begotten, of, in, for, and concerning all and every the Mannors, Lands, Tenements, and Hereditaments, with their and every of their Appurtenances, in any wiſe compriſed, contained, or ſpecified in or by the ſaid mentioned or recited Indentures. And likewiſe, the ſaid *E. S.* doth hereby limit, publiſh, and declare according to the Tenor of the ſaid recited *Proviſo*, and the power and liberty thereof, that all and every the Eſtates, in any wiſe, manner, and form limited in uſe, in or by the ſaid mentioned Indenture of the 35th year of her Majeſties Reign unto the ſaid *T. S.* and the Heirs males of his Body lawfully begotten; as alſo all and every the Eſtate and Eſtates in any manner or form limited in uſe, in or by the ſaid mentioned Indenture unto the ſaid *J. S.* for term of his life, without impeachment of Waſt, and all and every the Eſtate and Eſtates, in any wiſe, manner, or form limited in uſe, in or by the laſt mentioned Indentures unto the ſaid *E. S.* Son of the ſaid *J.* and the Heirs males of his Body lawfully begotten, ſhall from henceforth of, in, for, and concerning all and every the Mannors, Lands, Tenements, and Hereditaments, with their Appurtenances, in any wiſe compriſed, contained, or ſpecified in the ſaid recited Indenture of the 35th year of her Highneſs Raign, ſhall ceaſe determine, be fruſtrate, void, and of no further effect or continuance in the Law. And the limitation of uſe or uſes, in the ſaid mentioned Indentures, or any other matter or thing whatſoever, to the contrary hereof in any wiſe notwithſtanding. And that all and ſingular the ſaid Mannors, Lands, Tenements, and Hereditaments aforeſaid, with their and every of their Appurtenances, and the only uſe thereof, ſhall from henceforth remain, continue, and be unto the ſaid *E. S.* party to theſe preſents, and his Heirs for ever, and not in any ſort, manner, or form, unto the ſaid *T. S.* and the Heirs males of his Body, nor to the ſaid *J. S.* for term of his life, nor to the ſaid *E. S.* Son of the ſaid *J.* and the Heirs males of his Body lawfully begotten, nor to their, or any of their Aſſignee or Aſſigns, In witneſs, &c.

Revocation.

Declaration of Uſes.

DAVENPORT.

A Declaration of Uſes, upon the Revocation above written.

TO all to whom theſe preſents ſhall come, *E. S.* of *S.* in the County of *L.* Eſq; ſendeth Greeting; Know ye, That I the ſaid *E. S.* (having before the making hereof) revoked, reduced, and reveſted the Eſtate of inheritance of all and ſingular my Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, with the Appurtenances, ſcituate, &c. in and unto me the ſaid *E. S.* and my Heirs, for divers good cauſes and conſiderations me thereunto moving, hath given, granted, and confirmed, and by theſe preſents, do give, grant, and confirm unto *A. B.* of &c. and *R. L.* of &c. all and ſingular my Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, with the Appurtenances, To have and to hold the ſaid Mannors, &c. unto the ſaid *A. B.* and *R. L.* their Heirs and Aſſigns, to the ſeveral uſes, behoofs, intents, and purpoſes hereafter in theſe preſents ſpecified, and to none other uſe, intent, or purpoſe whatſoever, That is to ſay, To the only ſole and proper uſe and behoof of me the ſaid *E. S.* and my Heirs and Aſſigns for ever. In witneſs, &c.

DAVENPORT.

Another Deed of Revocation.

TO all, &c. *A. B.* of &c. greeting, Know ye, That I the ſaid *A. B.* am fully minded, diſpoſed, and determined to revoke, annull, determine and make void, all and every the uſes, limitations, and intents, named, limited, aſſigned, or appointed, in and by the above-mentioned or recited Indentures of, in, or to any Mannors, Meſſuages, Lands, Tenements, and Hereditaments in the ſaid County of *S.* with their Appurtenances, in the ſaid Indenture ſpecified, to any perſon or perſons whatſoever, and by this my Writing, under my Seal, and ſigned with my own hand, in the preſence of *A. B. C. D.* and *E. F.* three lawful and credible Witneſſes, do declare, publiſh, limit, pronounce, and appoint, That all and ſingular the ſaid Uſes declared, appointed, mentioned, and limited to *G. H.* &c. and all and every Uſe and Uſes mentioned, limited, or appointed to any perſon or perſons, in and by the ſaid recited Indenture, of, in, or to the ſaid Mannors, Lands, Tenements, and Hereditaments, in the ſaid County of *S.* or of, in, or to any part or parcel thereof, ſhall be void, determined, revoked, and of none effect. And I the ſaid *A. B.* determine and revoke, by theſe preſents, all and every the uſes aforeſaid, of, for, or concerning the ſaid Mannors, Lands, Tenements, and Hereditaments in the ſaid County, any thing in the ſaid Indentures contained, or any Act or Acts, thing or things whatſoever, had, made, or ſuffered to be done by me heretofore, to the contrary in any wiſe notwithſtanding, &c. In witneſs, &c.

A

A Clauſe of Revocation.

PRovided alwayes, and upon Condition, That if the ſaid *A. B.* ſhall at any time hereafter, during his natural life, tender or pay unto the abovenamed *C. D.* or to any perſon, or to any perſons to his uſe, the ſum of 6 *l.* of lawful Engliſh money, with intent or purpoſe to fruſtrate or make void this preſent Deed, and the Eſtate and Eſtates thereby conveyed, limited, raiſed, or aſſured, that then and from thenceforth this preſent Deed, and all and every the Uſes, Limitations, Eſtates, Grants, Articles, and Agreements therein, or thereby mentioned, limited, raiſed, or in any ſort appointed, and the execution thereof, ſhall be abſolutely void, fruſtrate, and of none effect in the Law, any thing herein contained, &c.

A Proviſo *for Revocation of part.*

PRovided alwayes, and nevertheleſs, it is the true intent and meaning of all the ſaid parties to theſe preſents, That if the ſaid *E. S.* ſhall at any time during his natural life, be minded to determine the Eſtate and Eſtates limited in uſe, in ſuch ſort as is aforeſaid, to the ſaid *T. S.* and the Heirs males of his Body lawfully begotten, and for default of ſuch Iſſue, to the ſaid *I. S.* for term of his natural life, without impeachment of Waſt, and after his deceaſe to, &c. and ſhall alſo by his Deed indented, at any time hereafter to be made, between the ſaid *E. S.* of the one part, and the ſaid *R. H. T. T.* or the Survivor of them, of the other part, or by his laſt Will and Teſtament in Writing under his Hand and Seal, declare and limit the ſame, or ſuch other uſes as ſhall ſeem meet and convenient to the ſaid *E. S.* That then and from thenceforth, the ſaid Eſtates and Uſes, limited and appointed before by theſe preſents to the ſaid *T. S.* to ceaſe and determine, and be utterly void, as though the ſame had never been made, limited, or appointed.

A Deed to revoke Truſts.

THis Indenture Tripartite, made, &c. Between the Right Honourable *T.* Earl of *S.* &c. of the firſt part, *B. W.* of *A.* in the County of *S.* Eſq; and *H. D.* of *B.* in the County of *T.* Eſq; of the ſecond part, *R. T.* of *S.* in the County of *B.* Eſq; *S. S.* of *S.* in the County of *T.* Eſq; *T. G.* and *M. M.* Gent. of the third part. Whereas the ſaid *T.* Earl of *S.* by his Indenture, bearing

date the day before the date hereof, for the conſideration of 20 *l.* of lawful money of *England*, hath granted, bargained, ſold, demiſed, and to Farm-letten unto the ſaid *B. W.* and *H. D.* all thoſe the Mannors or Lordſhips of, &c. To have and to hold the ſaid Mannors, Rectories, and every part thereof, unto the ſaid *B. W.* and *H. D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of &c. laſt paſt, before the date hereof, unto the full end and term of one full year, at the Rent of one Pepper Corn, as in and by the ſaid Indenture it doth plainly appear. And whereas the ſaid *E.* by his Indenture Tripartite, bearing date the ſame day, and expreſſed to be made between the ſame parties, and Sealed and delivered at one inſtant, together with theſe preſents, hath granted, remiſed, releaſed, ratified, and confirmed unto the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns, being in poſſeſſion of the ſaid Mannor and Premiſſes, by force and vertue of the recited Indenture aforeſaid, all thoſe the aforeſaid Mannors, Lordſhips, Rectory, &c. To have and to hold the ſaid Mannors &c. and all other the Premiſſes, with their Appurtenances, unto the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns for ever, to the uſes, intents, and purpoſes, and Subject to the *Proviſoes*, Payments, Conditions, in theſe Preſents particularly mentioned and expreſſed, as in and by the ſaid ſeveral Indentures, relation being thereunto had, it doth and may plainly and at large appear. Now this Indenture witneſſeth, That it is mutually concluded, condiſcended unto, and fully agreed upon, by, and between all the parties to theſe Preſents, and it is the true intent and meaning of theſe preſents, and of all and every the ſaid parties to the ſame, That if the ſaid Earl, ſhall at any time hereafter, during his natural life, be minded to make void the ſaid laſt recited Indenture, or any Eſtate, Truſt, Article, or Agreement in the laſt recited Indenture contained, or to cauſe or create any other or further Truſt or Truſts, or to diſpoſe the ſaid ſeveral Mannors and Premiſſes, or any part thereof, in any other ſort, or to any other perſon, or for any other purpoſes, then are in the ſaid recited Indenture limited and declared, and the ſame his mind, intent, and purpoſe, ſhall ſignifie and declare in Writing, under his Hand and Seal, in the preſence of two or more credible Witneſſes, that may teſtifie the ſame to be his true meaning, or by his laſt Will and Teſtament in Writing, That then, and immedately after ſuch ſignification and Declaration had and made, the aforeſaid uſe and uſes, Eſtate and Eſtates, Truſts and Truſts, Confidences, Intents, and Purpoſes, and all, and ſo much of the Premiſſes, whereof the ſaid Earl ſhall make ſuch ſignification or determination, and every Article, Clauſe, and Thing concerning the ſame, ſhall ceaſe, determine, and be utterly void, to all Intents, Conſtructions, and Purpoſes. And that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid Earl, by ſuch Writing as aforeſaid, or by any other his Deed, or Writing, Subſcribed, Sealed, and Teſtified as aforeſaid, or by his laſt Will and Teſtament in Writing, to appoint and declare new, or other Uſe or Uſes, Truſt or Truſts, of all or ſo much of the Premiſſes, whereof the ſaid Earl ſhall make any ſuch ſignification or Declaration, or otherwiſe diſpoſe of the ſaid Premiſſes, or any part or parcel thereof, at his free will and pleaſure, any thing whatſoever in the ſaid laſt recited Indenture contained, to the contrary thereof, in any Caſe notwithſtanding. In witneſs, &c.

A

A Deed to revoke Truſts.

THis Indenture Tripartite, made &c. Between the Right Honourable *W.* Earl of *S.* &c. of the firſt part, *B. W.* of *A.* in the County of *B.* Eſq; of the ſecond part, *R. T.* of *S* in the County of *B.* Eſq. *S. S.* of *S.* in the County of *N.* Eſq; *T T.* and *M. W.* Gent. of the third part. Whereas the ſaid *W.* Earl of *S.* by his Indenture, bearing date the day before the date hereof, for the conſideration of 20*s.* of lawful money of *England*, hath granted, bargained, ſold, demiſed, and to Farm letten unto the ſaid *B. W.* and *H. D.* all thoſe the Mounds, or Lordſhips of &c. To have and to hold the ſaid Mannor, Rectory, and every part thereof, unto the ſaid *B. W.* and *H. D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt day of St. *M.* laſt paſt, before the date thereof, unto the full end and term of one full year, at the Rent of one Pepper-Corn, as in and by the ſaid Indenture it doth plainly appear. And whereas the ſaid Earl by his Indenture Tripartite, bearing date the ſame day, and expreſſed to be made between the ſame parties, and ſealed and delivered at one inſtant together within theſe preſents, hath granted, remiſed, releaſed, ratified, and confirmed unto the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns, being in poſſeſſion of the ſaid Mannor and Premiſſes, by force and vertue of the recited Indenture aforeſaid, all thoſe the aforeſaid Mannors, Lordſhips, Rectory, &c. To have and to hold the ſaid Mannor, &c. and all other the Premiſſes, with the Appurtenances, unto the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns for ever, to the uſes, intents, and purpoſes, and ſubject to the Proviſoes, Payments, Conditions, in theſe preſents particularly mentioned and expreſſed, as in and by the ſaid ſeveral Indentures, relation being thereunto had, it doth and may plainly, and at large appear. Now this Indenture witneſſeth, That it is mutually concluded, condeſcended unto, and fully agreed upon, by and between all the ſaid parties to theſe Preſents, and it is the true intent and meaning of theſe preſents, and of all and every the ſaid parties to the ſame, That if the ſaid Earl ſhall at any time hereafter, during his natural life, be minded to make void the ſaid laſt recited Indenture, or any Eſtate, Article or Agreement, in the ſaid laſt recited Indenture contained, or to cauſe or create any other or further truſt or truſts, or to diſpoſe of the ſaid ſeveral Mannors and Premiſſes, or any part thereof, in any other ſort, or to any other perſon, or for any other purpoſes then are in the ſaid laſt recited Indenture limited and delared. And the ſame his mind, intent and purpoſe, ſhall ſignifie and delare in Writing, under his Hand and Seal, in the preſence of two or more credible Witneſſes, that may teſtifie the ſame to be his true meaning, or by his laſt Will and Teſtament in writing, That then, and immediately after ſuch ſignification and Declaration had and made, the aforeſaid Uſe and Uſes, Eſtate and Eſtates, Truſt and Truſts, Confidences, Intents, and Purpoſes, and

al and ſo much of the Premiſſes, whereof the ſaid Earl ſhall make ſuch ſignification or determinaiion. And every Article, Clauſe and thing concerning the ſame, ſhall ceaſe, determine, and be utterly void, to all Intents, Conſtructions, and Purpoſes; and that then, and from thenceforth it ſhould and might be lawful unto, and for the ſaid Earl, by ſuch Writing as aforeſaid, or by any other his Deed or Writing, ſubſcribed, ſealed, and teſtified as aforeſaid, or by his laſt Will and Teſtament in Writing, to appoint and declare new, or other Uſe or Uſes, Truſt or Truſts, of all or ſo much of the Premiſſes, whereof the ſaid Earl ſhould make any ſuch ſignification or Declaration, or otherwiſe diſpoſe of the ſaid Premiſſes, or any part or parcel thereof, at his free will and pleaſure, Any thing whatſoever in the ſaid laſt recited Indenture contained, to the contrary thereof, in any wiſe notwithſtanding. In witneſs, &c.

A Deed of Revocation.

TO all perſons to whom theſe preſents ſhall come, *R. B.* of *B.* in the County of *W.* Eſq; ſendeth greeting. Whereas the ſaid *R. B.* by Indenture bearing date, &c. made between him the ſaid *R. B.* of the one part, and *T. J.* of &c. of the other part, did Covenant, Promiſe, and Grant to and with the ſaid *T. J.* his Heirs and Aſſigns, That he the ſaid *R. B.* and *M.* his Wife, would at his or their own proper Coſts and Charges, before the firſt day of *N.* then next enſuing, acknowledge and levy a Fine, *Sur Conu de Droit come ceo*, &c. to the ſaid *T. J.* or his Heirs, before the Juſtices of the Court of Common-Pleas at *W.* of, and in all that the Mannor of *C.* in the ſaid County of *B.* with the Appurtenances, and of, and in all other the Mannors, Meſſuages, Cottages, Milnes, Houſes, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Wayes, and Hereditaments, ſcituate, lying, or being within the ſeveral Towns, Perifhes, or Precincts of *E.* and *C.* aforeſaid, or either of them, whereof, or wherein he the ſaid *R. B.* or *T. B.* Eſq; his Father, or either of them, were at any time ſeized of any Eſtate of Inheritance, or Free-hold, in Uſe, Poſſeſſion, Reverſion, Remainder, or otherwiſe, with all and ſingular their Appurtenances, To and upon the Uſes, Intents, and Purpoſes in the ſaid Deed, expreſſed and declared, with a Proviſo nevertheleſs therein contained to this effect, That is to ſay, That it ſhould and might be lawful to and for the ſaid *R B.* at any time then after, and from time to time, during his life, by his writing, under his Hand and Seal, teſtified by three Witneſſes at the leaſt, to revoke, alter, change, fruſtrate, determine, or make void all or any the Uſes and Eſtates in the ſaid Indenture mentioned (other then the Eſtate and Intereſt made unto *M. B.* therein named, and other then the Eſtate, Uſe, and Joynture made for the life of *M.* for the ſaid *R. B.*) and by the ſame Writing, or any other Writing ſo teſtified as aforeſaid, to create and raiſe any other Uſe or Eſtate thereof, by vertue of the ſaid Fine to be levyed, as is therein above-mentioned, as by the ſaid Indenture

Indenture (relation being thereunto had) more at large appeareth. And whereas the ſaid *R. B.* and *M.* his Wife, did accordingly, in purſuance of the Covenants contained in the ſaid Deed, levy a Fine of the Mannors, Lands, and Premiſſes, mentioned in the ſaid Deed, to the ſaid *T. I.* and his Heirs, in the *Hillary* Term, then next following, as by the ſaid Fine, remaining upon Record, more at large appeareth. Now know all men by theſe preſents, that the ſaid *R. B.* for divers good Cauſes and Conſiderations him moving, according to the ſaid recited Proviſo, and the Liberty, Power, and Authority to him the ſaid *R. B.* in and by the ſaid Indenture ſpecified, limited given, ſaved, and reſerved, and by vertue thereof, and by force and vertue of all and every other power and powers, and Authority whatſoever, enabling him thereunto, hath revoked, fruſtrated, determined, and made void, and by this his preſent Writing, under his Hand and Seal teſtified, by all the Witneſſes whoſe names are hereupon endorſed, doth abſolutely revoke, fruſtrate, determine, and make void, all and every the Uſes and Eſtates in the ſaid Indenture mentioned and declared (other then the Eſtate and Intereſt made unto the ſaid *M. B.* and other then the Eſtate, Uſe, and Joynture, made for the life of the ſaid *M.* Wife to the ſaid *R. B.*) And furthermore, the ſaid *R. B.* for divers good Cauſes and Conſiderations, him thereunto eſpecially moving, doth by this his Writing, teſtified as aforeſaid, by vertue of the ſaid recited Proviſo, in the ſaid recited Indenture contained, and the Liberty, Power, and Authority thereby to him reſerved, as is aforeſaid, and by vertue of all ſuch Power and Authority, as he hath thereby, or otherwiſe however, create, declare, limit, and appoint, That the ſaid Fine ſo as aforeſaid, levied of the Mannors and Premiſſes, before in theſe preſents mentioned as aforeſaid, and the Execution thereof, ſhall from henceforth be and enure, and ſhall be conſtrued, deemed, and taken to be and enure. And that the ſaid *T. I.* and his Heirs, and all and every the parties unto the ſaid Fine, and all and every other perſon and perſons, who by force or vertue of the Fine afore-mentioned, or otherwiſe are, or hereafter ſhall be ſeized of the ſaid Mannors and Premiſſes, or any of them, ſhall ſtand and be thereof, and of every part and parcel thereof, ſeized to the only and proper uſe and behoof of him the ſaid *R. B.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent, or purpoſe whatſoever. In witneſs, &c.

SURRENDERS.

Of Tenants for life, to the end a recovery may be had to make Lands in Fee-simple, with a Reversion of their Estates.

THis Indenture made, &c. Between *A. B.* and *C. D.* &c. Tenants and Farmers unto *E. S.* of *S.* in the County of *L.* Esq; of the one part, and the said *E. S.* of the other part, Witnesseth, That the said *A. B.* &c. for diverss and sundry good causes and considerations them thereunto moveing, Have given, granted, and surrendred, and by these Presents do give, grant, and surrender unto the said *E. S.* his Heirs and Assigns, all and singular their several Estates, Terms, and Demands, which they or any of them hath or have, of, in, or unto all those several Messuages, Lands, and Tenements thereunto belonging, or therewith or with any of them usually occupied, as part, parcel, or belonging, situate, lying, and being in *O.* and *S.* aforesaid, and now or late in the several Tenures or Occupations of the said *A. B. C. D.* &c. their or any of their Assignee or Assignees: To have and to hold to the said *E. S.* and his Heirs for ever, to the use of him and his Heirs, to the intent and purpose that he may be Tenant of the Free-hold thereof, so as a perfect common Recovery may be thereof (among other things) had and pursued against him, to and for such uses and intents as are mentioned and expressed, in one Indenture bearing date, &c Provided nevertheless, and upon Condition, That if the said *E. S.* his Heirs or Assigns, do not well and truly, without fraud or covin, tender and pay unto every of them the said *A. B. C. D.* &c. Tenants and Farmers, parties to these presents, or to every of their Assigns, the full Sum of 1000 l apiece, of good and lawful money of *England*, in or upon the 20 day of *A.* next coming, after the date hereof, at the now several dwelling Houses of the said *A. B.* and *C. D.* &c. (Tenants and Farmers, parties to these presents) That then and from thenceforth this present Surrender, and all and every the Estate and Estates thereby, or by any means thereof, in any wise conveyed, shall cease and be utterly void, and of no further effect: And that then and from thenceforth the said *A. B. C. D.* &c. (Tenants and Farmers parties to these presents) and their Assigns, shall have, retain, and enjoy from the said *E. S.* his Heirs and Assigns, all and every the said Messuages, Tenements, and Premisses, in any wise surrendred, or mentioned to be surrendred, in or by these presents, as in his or their former Estate, any thing in these presents, or

otherwise

otherwiſe to the contrary notwithſtanding. And furthermore, the ſaid *E.S.* is contented and pleaſed, and by theſe preſents doth grant and agree, to and with the ſaid *A.B. C.D.* &c. and to and with every of them by theſe preſents, and with their and every of their Aſſigns, that they the ſaid *A.B. C. D.* &c. Tenants and Farmers, parties to theſe preſents, ſhall and may have, hold, occupy, and enjoy the ſaid ſeveral Meſſuages, Lands, and Tenements, in their ſeveral Tenures or Occupations, from the making hereof, until the ſaid 20. day of *A.* next enſuing, upon and under his and their ſuch ſeveral ancient and accuſtomed Rents, Boons, Duties, and Services, as were or are reſerved to be due and payable, in or by vertue of his or their ſeveral former Leaſe or Leaſes, in as large and ample manner as they might or ought to be done, at, or before the making of theſe preſents. In witneſs, &c.

Davenport.

In the making of this Surrender, there muſt be care taken when the Aſſizes, at which ſuch Recovery is to be ſuffered, do begin, to the end that the day of payment may be ſure to be ten days, or thereabouts, after the beginning of the Aſſizes.

And it will be ſafeſt for the Tenant for life or lives, before he ſurrender, to aſſign over his Leaſe to ſome Friend for a 100 years, if the Leſſees ſo long ſhall live; And for Tenant for years to aſſign the reſidue of his term—— and then to ſurrender.

Another ſhorter Deed of Surrender.

This Indenture &c. Between *T.H.* of &c of the one part, and *R.H.* of &c. of the other part, Witneſſeth, That whereas *T. L.* Eſq; hath heretofore demiſed to the ſaid *R.H.* and his Aſſigns, one Burgage or Tenement, living and being in *P.* with all Houſes, Edifices, Buildings, Gardens, Croſts, Cloſes, Lands, Tenements and Hereditaments thereunto belonging, or to or with the ſame uſed, or accuſtomed to be occupied: To have and to hold to the ſaid *R.* and his Aſſigns, for and during the term of the natural lives of *A B. C D.* &c. And whereas ſithence the making of the ſaid Leaſe, the ſaid *T L.* hath granted, bargained, and ſold the ſaid Burgage or Tenement, and other the Premiſſes, unto the ſaid *T. H.* and his Heirs. Now to the end that the ſaid *T. H.* may have thereof, and of every part thereof, for his further aſſurance, a good and perfect Recovery againſt the ſaid *T. L.* and yet notwithſtanding the ſaid Leaſe to ſtand and be in its force and effect, after the ſaid Recovery ſuffered. In conſideration thereof, and for that purpoſe only, he the ſaid *R. H.* at the ſpecial inſtance and requeſt of the ſaid *T. H.* is contented and pleaſed to give, grant, and ſurrender, and doth by theſe preſents, give, grant, and ſurrender unto the ſaid *T. H* and his Heirs, all his Eſtate in the ſaid Burgage and Tenement, and other the Premiſſes. Upon Condition nevertheleſs,

theleſs, That if the ſaid *T. H.* or his Aſſigns, do not well and truly ſatisfie and pay to the ſaid *R. H.* his Executors or Adminiſtrators, the Sum of 10000 l. of good and lawful money of *England*, in or upon the Feaſt-day of St. *M.* the Arch. next coming &c. That then this preſent Gift, Grant, and Surrender, to be utterly void, and of none effect in Law. And that then and from thenceforth, the ſaid *R. H.* and his Aſſigns, to remain, be, and continue in the ſaid Burgage or Tenement, and other the Premiſſes, in his and their former Eſtate, any thing herein contained, to the contrary thereof, in any wiſe notwithſtanding. In witneſs, &c.

HESKETH.

A Surrender of a Jointure upon Condition.

THis Indenture made &c. Between *R. M.* of &c. Eſq; and *I* his Wife, late Wife of *R.* Lord *O.* deceaſed, of the one part, and the Right Honourable *C.* Lord *O.* of the other part, Witneſſeth, That the ſaid *R. M.* and Dame *I.* his Wife, as in the right of the ſaid Dame *I.* do hold for term of the natural life of the ſaid Dame *I* divers and ſundry Lands, Tenements, and Hereditaments, within the Boronies and Mannors of *O. B.* and *H.* in the County of *N.* being the late Inheritance of the ſaid *R.* Lord *O.* deceaſed, late Husband to the ſaid *I.* and Brother to the ſaid *C.* Lord *O.* the immediate Remainder or Reverſion thereof, expectant in the ſaid *C.* Lord *O* and his Heirs, or to the Heirs of his Body lawfully begotten for ever. Now the ſaid *R. M.* and Dame *I.* his wife, as well for the conſideration hereafter in this Indenture mentioned; as alſo for the perfecting of an Eſtate or Conveyance to be had and made, in conſideration of a Marriage hereafter (by Gods grace) to be ſolemnized between *E. T.* Eſq; ſecond ſon of the Right Honourable *G.* Earl of *S.* and *J. O.* Daughter of the ſaid *C.* Lord *O.* Have given, granted, and ſurrendred, and by theſe preſents do give, grant, and ſurrender, unto the ſaid *C.* Lord *O.* and his Heirs, upon condition hereafter in this Indenture mentioned: All and ſingular the Lands, Tenements and Hereditaments, before in this Indenture mentioned: And all ſuch other Lands and Hereditaments, as the ſaid *R. M.* and Dame *I.* his Wife, as in the right of the ſaid *I.* have, or of right ought to have, for term of the life of the ſaid *I.* being the late Inheritance of the ſaid *R.* Lord *O.* her late Husband: and all the Eſtate, Right, Title, and Intereſt, which the ſaid *R. M.* and Dame *I.* his Wife, as in the Right of the ſaid Dame *I.* have, or ought to have, in or to the ſaid Lands and Premiſſes, or any part or parcel thereof: To have and to hold the ſaid Lands and Premiſſes, and the Eſtates, Right, Title, and Intereſt, of the ſaid *R. M.* and Dame *I.* his Wife, in and to the ſaid Lands, unto the ſaid *C.* Lord *O.* and his Heirs; Upon Condition, That if the ſaid *C.* Lord *O.* do not well and truly content, or cauſe to be contented and paid unto the ſaid *R. M.* and Dame *I.* his Wife, or their Aſſigns, the Sum of 10000 l. of lawful Engliſh money,

money, upon the Feaſt-Day of St. *M.* the Biſhop in *Winter*, which ſhall be in the year of our Lord God &c. at or in the Manſion-houſe of the ſaid *R. M.* at &c. in the County of &c. That then and from thenceforth, this preſent Grant and Surrender to be utterly void and of none effect; and that from and after ſuch Default of payment of the ſaid Sum of 1000 l. at the time and place aforeſaid, it ſhall and may be lawful to the ſaid *R. M.* and Dame *I.* his Wife, and their Aſſigns, to enter into the ſaid Lands and Premiſſes, and the ſame to have and enjoy, as in their former Eſtate. And the ſaid *C.* Lord *O.* doth covenant for him &c. with the ſaid *R. M.* and Dame *I.* his Wife, and their Aſſigns, that they and their Aſſigns ſhall take the Rents and Profits of the ſaid Lands and Premiſſes, to their own uſe, without any account thereof making, until the ſaid Feaſt of St. *M.* &c. if the ſaid Dame *I.* ſo long ſhall live.

A Surrender by Tenant for life to him in Reverſion or Remainder, to the intent to have a Recovery to paſs.

THis Indenture &c. 1 *Junii Anno* 35. *R. R. Eliz.* &c. Between *L. S.* of *L.* Wid. on the one part; and *E. H.* Cit. and *I.* of *L.* on the other part, Witneſſeth, That the ſaid *L.* for the Sum of 500 l. of &c. by the ſaid *E.* his Executors or Adminiſtrators, well and truly to be paid to the ſaid *L.* her Executors or Adminiſtrators, on the 20 day of *N.* next coming, after the date of theſe preſents, and for divers other conſiderations her moving, hath granted, aſſigned, ſurrendred, and ſet over, and by theſe preſents doth &c. unto the ſaid *E. H.* his Executors, Adminiſtrators, and Aſſigns, all her Right, Intereſt, and Term of life, of and in the one moiety and half part of all that Meſſuage or Tenement, ſcituate and being in the Pariſh of St. *P.* in *C.* *L.* late in the Occupation of &c. and of and in all Eaſments and Commodities whatſoever, to the ſaid moiety or half part of the ſaid Meſſuage or Tenement belonging or appertaining: To have and to hold all and ſingular the Premiſſes, with the Appurtenances, unto the ſaid *E. H.* his Executors, Adminiſtrators, and Aſſigns. Provided allwayes, That if the ſaid *E. H.* his Executors or Adminiſtrators, do not pay, or cauſe &c. to the ſaid *L.* or her Aſſigns, the ſaid Sum of 500 l. of &c. upon the ſaid 20 day of *N.* next enſuing the Date hereof, according to the true meaning of theſe preſents, without any further delay; That then this Grant and Surrender to be void and of none effect; and that then and from thenceforth it ſhall and may be lawful, to and for the ſaid *L.* into all and ſingular the Premiſſes to enter, and the ſame to have again, as in her former Eſtate: Any thing to the contrary, &c. In witneſs, &c.

A Surrender of a Leaſe.

TO all, &c. Know ye, That I the ſaid *R.* for certain cauſes &c. have given, granted, remiſed, releaſed, ſurrendred, and altogether for me, mine Executors, Adminiſtrators, and Aſſigns, for ever quit-claimed unto *I. D.* his Executors, or Adminiſtrators, all the Eſtate, Leaſe, Intereſt, Claim, and Term of years, to come and demand whatſoever that I the ſaid *R.* mine Executors &c. had, have, ſhould, might, or ought to have, or claim, of, in, and to all thoſe 8 Acres &c. which the ſaid *I.* by his Indenture of Leaſe, dated &c. demiſed and granted to me the ſaid *R.* mine Executors and Aſſigns, for the term of &c. from the Feaſt &c. and for a certain yearly Rent therein reſerved by force of the ſame Indenture of Leaſe, or otherwiſe. And I the ſaid *R. H.* do covenant &c. That the ſaid Indenture of Leaſe, and all and ſingular the Premiſſes therein demiſed, at the enſealing and delivery of theſe Preſents, are, and be free and clear of all former Bargains, Sales, Gifts, Grants, Leaſes, Aſſignments, and all other Charges, Troubles, and Incumbrances whatſoever, had, made, or done by me the ſaid *R.* or by any other by my means, or under my Right, Title, or Intereſt, before the enſealing and delivery hereof. In witneſs, &c.

A Form of a Surrender.

TO all People, to whom this preſent Writing ſhall come, *R. W.* Cit. and *S.* of *L.* ſendeth Greeting: Whereas I the ſaid *R.* at this preſent ſtand, and am lawfully and ſole ſeiſed for term of my natural life, of and in all that Meſſuage or Tenement, with the Appurtenances, now being in the Tenure or Occupation of me the ſaid *R.* and mine Aſſigns, ſet, lying, and being in &c. by force of one Indenture of Leaſe, bearing date, &c. thereof made and granted by the Right Reverend Father in God, *E.* by the permiſſion of God, late Biſhop of *L.* unto me the ſaid *R. W.* and to *K.* then my wife, and now deceaſed, and to *R. W.* the younger, then my Son, and now alſo deceaſed, for term of our lives, and the life of the longer liver of us. And whereas the Reverſion of all and ſingular the Premiſſes, doth belong and appertain to the Reverend Father in God *I.* by the Divine Providence of God, now Biſhop of *L.* and his Succeſſors. Now know ye, That I the ſaid *R. M.* for divers good Cauſes and Conſiderations, me thereunto moving, have ſurrendred, and do by theſe preſents fully and clearly ſurrender unto the ſaid Reverend Father *I.* by the Divine Providence of God now Biſhop of *L.* and his Succeſſors, as well the ſaid Tenement, and other the Premiſſes, with the Appurtenances: as alſo all that my ſaid Leaſe and Eſtate, for term of my natural

natural life, of and in the ſame, together with the ſaid Indenture; and all my Right, Title, and Intereſt, of, and in all and ſingular the Premiſſes, with the Appurtenances, To have and to hold the ſame, together with the ſaid Eſtate and Intereſt, and all and ſingular other the Premiſſes, unto the ſaid Reverend Father and his Succeſſors, from henceforth for ever. In witneſs, &c.

A Surrender of Copy-hold Land Conditional.

H. in Com. mint. M. MEmorand. That on the 10th day of *S.* in the 24 year of the Raign &c. *R. N.* of *H.* in the County of *M.* Yeo. one of the Cuſtomary Tenants of the ſaid Mannor of *H.* hath without the Court, ſurrendred into the hands of the Lord of the ſaid Mannor, by the hands of *T. K.* and *I. K.* Yeo. two of the cuſtomary Tenants of the ſaid Mannor of *H.* one Croft, with the Appurtenances, commonly called or known by the name of *G.* Lands, now in the Tenure or Occupation of the ſaid *R. N.* or his Aſſigns, containing by eſtimation 18 Acres, be it more or leſs, ſcituate, lying, and being within the ſaid Mannor, to the uſe and behoof of *T. S.* Cit. and C. of *L.* and of his Heirs and Aſſigns for ever, according to the cuſtom of the ſaid Mannor, upon and under this Condition nevertheleſs; That is to ſay, That if the ſaid *R. N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do well and truly pay, or cauſe to be paid, to the ſaid *T. S.* his Heirs, Executors, Adminiſtrators, or Aſſigns, the Sum of 44 l. of &c. at one entire payment of the 10th of *F.* which ſhall be &c. at the now Manſion-houſe of the ſaid *T. S.* ſcituate &c That then and from thenceforth, the ſaid Surrender to be void and of none effect; And that then, and from thenceforth it ſhall and may be lawful, to and for the ſaid *R. N.* his Heirs and Aſſigns, to have again, and re-enjoy the ſaid Croft, as in the former Eſtate of the ſaid *R.* The ſaid Surrender to the contrary notwithſtanding.

A Surrender.

OMnibus Chriſti fidelis ad quos preſens Scriptum pervenerit, T. R. *de Baſa-*
lutem. Cum J. R. *Pater meus per chartam ſuam Feoffamenti dederit &*
conceſſerit mihi prafat, T. *unum Meſſuag. cum ſuis pertinen. in villa de B. pra-*
dict. Scituatum inter Tenementum R. W. *ex parte Auſtrali, & ſtratam regiam*
verſus Boreale Habend. & tenendum mihi pro termino vita mea. Ita quod poſt
deceſſum meum, pradict. Meſſuag. cum ſuis pertinen. H. R. *fratri meo haredib.*
& Aſſignatis ſuis in perpetuum remaneret. Noveritis *me prad.* T. *conceſſiſſe,*
& ſurſum reddidiſſe prafato H. *fratri meo, totum jus meum & ſtatum quæ ha-*

bea

heo pro termino vitæ meæ in prad. Meſſuagio, cum ſuis pertinentiis. Habend. & tenend. eidem H. heredibus & aſſignatis ſuis in perpetuum, de capitalibus Dominis feodi illius per ſervitia, &c.

A Surrender of a Leaſe.

THis Indenture made &c. Between Sir *I. H.* of the one part, and *R. S.* &c. Dean of &c. and the Chapter of the ſame Church, of the other part. Whereas *V. C.* and *R. C.* in and by their Indenture, bearing date &c. made between the ſaid *V. C.* and *R. C.* of the one part, and *B. G.* and *I. T.* of the other part, did for the Conſideration therein mentioned, demiſe, grant, betake, ſet, and to Farm-let unto the ſaid *B. G.* and *I. T.* all that &c. ſcituate &c. then, or late in the Tenure of &c. To have and to hold the ſame unto the ſaid *B. G.* and *I. T.* their Executors and Aſſigns, from the Feaſt of &c. unto the term of 90 years, from thence next enſuing, fully to be compleat, in caſe the ſaid *V.* and *R. C.* were then preſently able to leaſe the Premiſſes in poſſeſſion. And if in caſe there were any former Eſtate for term of life, or the term of 90 years, immediately after the end, expiration, ſurrender, forfeiture, or determination of the ſame former Eſtate, at and under the yearly Rent of &c. of lawful money thereby reſerved. As in and by the ſaid recited Indenture, relation being thereunto had, more at large it doth and may appear: The Eſtates, Term, and Intereſts, of and in which ſaid recited Indenture of Leaſe, and Premiſſes, is ſince by mean Conveyances, and Aſſignments, lawfully come to the ſaid Sir *I. H.* and he the ſaid Sir *I. H.* is thereof lawfully poſſeſſed accordingly. Now this Indenture witneſſeth, That the ſaid Sir *I. H.* for and in conſideration, and to the intent and purpoſe, that the ſaid Dean and Chapter, or their Succeſſors, ſhall and will before the &c. day of &c. next enſuing the date hereof, demiſe, grant, betake, and to Farm-let unto the ſaid Sir *I. H.* his Heirs and Aſſigns, all and ſingular the above-mentioned Premiſſes, with all and ſingular the Rights, Members, and Appurtenances thereof, ſcituate &c. To have and to hold all and ſingular the above-mentioned Premiſſes, with their and every of their Appurtenances, unto the ſaid Sir *I. H.* his Heirs and Aſſigns, for and during the natural lives of the longeſt liver of them, to the only proper uſe and behoof of the ſaid Sir *I. H.* his Heirs and Aſſigns, during the ſaid term, he the ſaid Sir *I. H.* for the conſideration, and to the intent and purpoſe aforeſaid, hath ſurrendred and yielded up, and doth by theſe preſents, ſurrender and yield up unto the ſaid Dean and Chapter, the above-mentioned Indenture of Leaſe of the Premiſſes, and all the Eſtate, Right, Title, Intereſt, Property, Claim, and Demand whatſoever, which the ſaid Sir *I. H.* now hath, or at any time hereafter may have, of, in, or to the Premiſſes, and in or to any part or parcel thereof, by vertue of the ſaid Indenture of Leaſe, and any Aſſignment and Aſſignments, and Conveyances thereof whatſoever. Provided always, and upon Condition

Condition nevertheleſs, that if the ſaid Dean and Chapter, or their Succeſſors, ſhall not before the ſaid day of——— next enſuing the date hereof, make a Demiſe, good and ſufficient in Law, of all and ſingular the Premiſſes, unto the ſaid Sir *I. N.* his Heirs and Aſſigns, for the term of the lives of the ſaid perſons, as is before expreſſed, according to the true intent and meaning of theſe preſents: Then this Surrender to be utterly void, and of none effect, Any thing herein contained to the contrary, in any wiſe notwithſtanding: In witneſs, &c.

WILLS.

A Citizens Will with Deviſe of Lands.

IN the Name of God, Amen; the 14th Day of &c. I *R. C.* Cit. and *S.* of *L.* although ſick in body, yet of good, perfect, and ſound memory, praiſed be Almighty God therefore, do make and ordain this my preſent Will and Teſtament, containing therein my laſt Will, in manner and form following, That is to ſay: First, I commend my ſelf and all my whole Eſtate to the Mercy and Protection of Almighty God, being fully perſwaded by his Holy Spirit, through the Death and Paſſion of Jeſus Chriſt, to obtain full pardon and remiſſion of all my ſins, and to inherit everlaſting life, to which the Holy Trinity, one Eternal Deity, be all Honour and Glory for ever, *Amen.*

Burial. Debts paid. And I will and ordain, That all ſuch Debts as I ſhall happen to owe at my Deceaſe, ſhall be truly paid as they ſhall grow due; and that the Funerals of my Body be only ſuch as ſhall beſeem a Chriſtian, after the diſcretion of my loving Wife and Overſeers, and my ſaid Debts which I then ſhall owe, being defalked, and my Funeral Charges deducted, I will that the reſidue of all and ſingular my Goods, Chattels, Plate, Jewels, Wares, Merchandizes, and Debts to me owing, and ready money, ſhall be limited and reckoned in three equal parts, according to the Cuſtom of the City of *L.* one full third equal part whereof, I give and bequeath unto *J.* my ſaid loving Wife, in full Recompence, Contentation, and ſatisfaction, of and for all ſuch part and portion, as ſhe by the ſaid Cuſtom or otherwiſe ought to have, or can or may claim to have, of all my ſaid Goods, Chattels, Debts, ready Money, and other the Premiſſes whatſoever, and one other full equal third part thereof, I give and bequeath to and amongſt my five Children, *that is to ſay, R. J. S. A* and *E.* to and amongſt them, part and part-like to be divided, and to be paid and delivered to my Sons ſeverally, their parts thereof, as they ſeverally ſhall accompliſh the age of 21 years, and to my Daughters their parts thereof, as they ſhall ſeverally come to the ſaid Age, or ſhall be marryed, as either of the ſame ſhall firſt happen. And I will, That if any of my Sons do deceaſe before the Age of 21 years, and that if any of my Daughters do deceaſe before the ſame Age and before their Marriage, that then, in ſuch caſe the portion of every of them ſo deceaſing, ſhall remain and be to the Survivors and Survivor of them, part and part-like to them to be divided.

Diviſion of the goods into three equal parts after the Cuſtome of London, *viz.*

1. *One to the Wife.*
2. *The other to the Children.*
3. *For the performance of the Will.*

In caſe any deceaſe, the other to have the Deceaſees part amongſt them.

Provided

Provided alwayes, And I do will, provide, and ordain by theſe preſents, That if hereafter I ſhall fortune to have any more Child or Children then above-named, then every ſuch Child or Children ſhall have like ratable part and portion of and in all my ſaid Goods, Chattels, Debts, ready Money, and all other the Premiſſes, with thoſe my Children before named, as if they expreſſly amongſt them had been named by name, to have been equal partakers thereof, Any thing whatſoever to the contrary notwithſtanding. And the other full third part and reſidue of all my ſaid Goods, I do will and appoint to and for the performance of this my preſent Teſtament.

If he have more Children, then they to partake ratably of the ſaid third part.

A third part for Legacies.

And firſt I give thereof to &c. *Item*, I give and bequeath, &c. *Item*, I give &c. *Item*, I give and bequeath to my Servant *R. H.* and *R. A.* to every of them 20 *l.* a piece, to the intent and upon Condition, That they and either of them ſhall diligently and faithfully help and aſſiſt to the gathering in of my Debts, by the ſpace of one whole year next after my Deceaſe, and longer as need ſhall require.

Item, I will that my Wife ſhall have all her wearing Apparel for her body, as well Wollen as Linnen, and all her Linnen for Children, and all ſuch Rings and Bracelets as ſhe hath.

Gift to the wife of wearing Apparels, &c.

Item, I give and bequeath to my ſaid Wife, for and in full Recompence of all her Dower, Right, Title, and Intereſt, and other Demand whatſoever, which ſhe may have or make to all or any part of my Lands, Tenements, and Hereditaments, or to any Rents or Profits thereof, or of any part thereof, the Sum of 100 *l.* of &c. Provided alwayes, and my Will is, That if my ſaid Wife in her pure Widow-hood being, do not make and deliver ſuch lawful Releaſe and Releaſes, if need be, within the ſpace of three moneths next after my Deceaſe, to the hands of my Overſeers herein after named, for and to the uſe of my Children, according to their ſeveral Eſtate in my Lands hereafter, as appear in theſe Preſents, as that thereby all the Eſtate, Right, Title, Intereſt, and Demand of my ſaid Wife to my ſaid Lands, Tenements, and Hereditaments aforeſaid, and all profits thereof, ſhall be annihilated and determined, ſaving only to her ſuch Intereſt as I ſhall give her by theſe Preſents, that then my ſaid Legacy of 200 *l.* by me to my ſaid Wife above given, ſhall be utterly void, and ſhall not in any caſe be demandable or payable before ſuch Releaſes as aforeſaid, ſhall be by her delivered, any thing aboveſaid to the contrary notwithſtanding.

Legacy to the wife, in full recompence of her Dower.

Condition, that if ſhe deliver not a Releaſe for her Dower to the Overſeers of the Will, then her Legacy to be void.

Item, I give to *A. B.* a black Gown, &c. *Item*, &c. I will there be not ſpent in my Funerals above the Sum of 200 *l.* The reſidue of all and ſingular my Goods, Chattels, Debts, and ready Money, remaining after this my preſent Teſtament performed and fulfilled; I give and bequeath to and amongſt my three Sons *R. J. S.* and ſuch other Son and Sons, as I may fortune hereafter to have, to and amongſt them all part and part-like to be divided. Provided alwayes, That if my Son *R* when he ſhall come of full Age do not make ſuch Surrender of my Copy-hold Land, as hereafter I do appoint him to do in and by theſe Preſents, that then he ſhall loſe his part of the reſidue of my ſaid Goods, &c. and the ſame wholly to remain to and among his other Brethren.

Legacy of the reſt of the goods and debts to the Children.

And

Confirmation of Exec. & Overs. The Overs. to be Administ. of the goods to the use of the Children Exec. till they attain 21 years. The wife to have the education of the children, if she will.

And I make and ordain my said three Sons *R. J.* and *S.* my Executors of this my present Testament, and I do appoint Overseers thereof *A. G.* and *W. D.* Ald. *A. C.* Salt. *J. H.* Gro. *R. H.* and *R. P.* Goldsm. of *L.* And I do will and appoint that the said *A. G. W. D.* and *A. C.* shall be Administrators, and have the Administration of my Goods, Chattels, and Debts, to the use of my said three Sons, till they, or some of them, shall attain to the Age of 21 years. And I will that my said wife, if she shall so like of it, shall have the Education of my said Children, both Sons and Daughters, during their minority, so far forth as she keep them to Learning, at the discretion of my Overseers.

One to have the custody of the Childrens portions, putting in sufficient Sureties to the Chamberlain of L. and pay 5 l. a hundred.

And further I do will and appoint, That the said *A.* shall have the use and custody of the portion of my Son *R. C.* during his minority, putting in sufficient Sureties to the Chamberlain of *L.* for the same, according to the ancient Custom, and paying yearly thereof 5 *l.* upon every 100 *l.* of the same portion, to the use of my said Son *R.* whereof I will to be paid and allowed yearly towards his Education, and bringing up 15 *l.* and the residue thereof to be paid and allowed to him at his full age of 21 years; or if he dye before, then to be distributed amongst other my Children, as his Childs portion in that case is limited to be.

Nota, *Mr. F. said, That notwithstanding this manner of dividing of the custody of an Orphan to a Friend, yet the Mayor & Aldermen may (if they will) dispose of the custody of such an Orphan; albeit commonly they do not without some good cause of exception to whom the custody is willed.* Nota, *Mr. F. said, That for every 300 l. of Orphanage portion, the allowance by the custom is 5 l. per an. for the first 100 l. 5 marks, for the 2d 100 l. & 3 nobles, for the 3d 100 l. but of later order, 5 l. in the hundred is allowed throughout all the Portions of Orphans.*

Item, I will that the said *W. D.* shall have *J. C.* his portion &c. as before the use of *S.* his portion, bequeathed to *I. H.* in form aforesaid.

Item, I will and appoint that the said *R. H.* shall have the custody and use of the portion of my Daughter *A.* during her minority, or until her marriage, putting in Sureties, &c. and paying &c. whereof 15 *l.* yearly &c. and the residue thereof to be paid and allowed her at her full Age of 21 years, or Day of Marriage, *that is to say* such of the same times as shall happen first to come, (*E.* her portion committed to *A. P.* after the form last limited.)

Devise of Lands

And as touching the disposition of my Lands, Tenements, and Hereditaments, I will and devise thereof, and therefore in manner, &c.

Entailment of the dwelling-house to the Son.

First, I give, grant, devise, and bequeath to *R. C.* my eldest Son, all that my great Messuage, with the Appurtenances, wherein I now dwell, scituate, &c. which I late purchased of *G. W.* To have and to hold the said Messuage, with the Appurtenances, to the said *R.* my Son, and the Heirs male of his body lawfully to be begotten, and for lack of such Issue, the remainder thereof to my Son *J. C.* and the Heirs male &c. and for lack of such Issue, to my Son *S.* &c. and for lack of such Issue, to the next right Heirs of me the said *R. C.* the Father, for ever.

Entailment of other Land.

Item, I give, grant, devise, and bequeath to *J. C.* my Son, all and singular my Lands, Tenements, and Hereditaments in *H.* and *E.* in the County of *H.* or elsewhere in the same County, and all and singular my Lands, Tenements, and Hereditaments, which I purchased of *J. W.* To have and to hold all the same Lands, Tenements, and Hereditaments to the said *J. C.* and the Heirs-male of his

his body lawfully begotten, and for lack of such Issue, the remainder thereof to &c.

If he in his lifetime surrender not certain Land to the younger Son, then his eldest Son to surrender it after his decease.

Item if I in my life do not surrender to the use of my said Son *J. C.* and his Heirs, such Copy-hold Lands as I have in &c then I will and appoint, that my Son within six moneths after he shall come of full age, shall Surrender &c all the said Copy-hold Lands to the use of his said Brother *J.* and of his Heirs, according to the Custom of the Mannor there, without Fraud or Covin.

All Iron work, Glass, Wainscot, &c. to remain with the Freehold of the house.

And I do will, that all Lead-Cisterns, Wainscot, Glass, Iron-work, Doors, Locks, Keys, Hangings, and painted Clothes in my said Messuage in *W.* shall remain and pass with the Free-hold of the same without any value or price to be set thereof.

An appointment of a certain person to have the gathering of Rents, during the Sons minority, and to make him account at his age.

And I will that the said *A. G.* shall have the governance and gathering of all such Rent, as shall be due and payable to my said Son *R.* during his minority, and that my said Friend *W. D.* shall have the governance, &c. as &c. to my Son *J. C.* during his minority, and they thereof to accompt with my said Children at their full age.

Rings to the Overseers.

Item, I give and bequeath to every one of my said Overseers, one Ring of Gold a piece with the fashion, every of them to be worth five Marks, and 10 *l.* to every of them a piece in money, for their pains in the Premisses to be taken, wherein I pray them to deal as becometh faithful Christians, as they will answer therefore before God. In witness whereof hereunto I have subscribed my Name, and set my Seal in the presence of these witnesses, whose Names are subscribed.

Witnesses, { *A. B.* *C. D.* *E. F.*

A Devise depending on an Indenture, to convey Lands and Rent to the use of a Colledge.

TO all to whom, &c. *J. S.* Cit. and M. of *L.* sendeth Greeting in our Lord God everlasting. Whereas our Soveraign Lord &c. by his Highness Letters Patents, under the Great Seal, &c. bearing date, &c. for the consideration and purpose in the same Letters Patents expressed, hath given and granted to *W. F.* &c. all that yearly Rent, &c. and also by the same Letters Patents, hath given and granted to the said *W.* his Executors and Assigns, all the Arrearages of the said yearly Rents of &c. from the Feast &c. And one writing Obligatory of 200 Marks &c. as by the said Letters Patents &c. And whereas also the said *W. F.* in his own Right, and to his own use, is lawfully & solely

ſolely ſeiſed of and in one Capital Meſſuage &c. (as is recited in a former Indenture.) And whereas alſo in and by a certain Indenture *Quadri-partite* bearing date &c. made between &c. It is covenanted and agreed by and between the ſaid parties, that the ſaid *W. F.* from and againſt him the ſaid *W.* his Heirs, ſhall grant, convey, and aſſure to me the ſaid *I. S.* and mine Heirs for ever, as well the ſaid Capital Meſſuage &c. as alſo the ſaid yearly Rents &c. and all the Arrearages thereof aforeſaid; and alſo the ſaid Writing Obligatory &c. upon and under ſuch condition as in the ſaid Indenture *Quadri-partite* is expreſſed, That is to ſay, That I the ſaid *I. S.* ſhould make and declare my laſt Will in writing &c. as in the former recited Indenture is expreſſed, as by the ſaid Indenture *Quadri-partite*, amongſt &c. may appear. And whereas the ſaid *W. F.* ſithence by his Deed, bearing date the 13th day of this preſent ? in this preſent 12th year of the Reign &c. hath given, granted, conveyed and aſſured to me the ſaid *I. S.* and mine Heirs for ever, as well the ſaid Meſſuage, with the Appurtenances, as the ſaid yearly Rents, and the Arrearages thereof, together with the Obligation aforeſaid, upon and under conditions and to the intent in the ſaid Indenture *Quadri-partite*, expreſſed and ſpecified. Now know ye, That I the ſaid *I. S.* being of perfect mind and memory, and faithfully meaning to keep and perform the Condition aforeſaid, and that all the Premiſſes ſhall and may be had and enjoyed for ever, and likewiſe be for ever employed and beſtowed in manner and form aforeſaid (according to the Covenants or Ordinances and Agreements contained in the ſaid Indenture *quadri-partite*) do by this preſents declare, and make my laſt Will and Teſtament, of and for the ſaid Meſſuage and Tenement, with the Appurtenances, and of and for the ſaid yearly Rents and Arrearages thereof, and of and for the ſaid Obligation in manner and form following, That is to ſay, I do by this preſent Will and Teſtament, give, deviſe, will, and bequeath the ſaid Meſſuage or Tenement, with the Appurtenances, and the ſaid yearly Rents, and the Arrearages thereof, and the ſaid Obligation, unto the ſaid Maſter and Wardens of the Merchant Taylors of the Fraternity of St. *I.* in the City of *L.* by whatſoever name they be incorporated, and to their Succeſſors for ever. In witneſs whereof, to this my laſt Will ſo made and declared as aforeſaid, of and for the Premiſſes, I the ſaid *I. S.* have ſet mine Hand and Seal the 30th day of *I.* in the 12th year, &c.

A Note touching the Diſpoſition of Lands to a Corporation, if the ſame be not within the Statute of Mortmain.

THeſe are to let you underſtand, That Mr. *B.* is of Opinion, as touching the Execution of *F.* his good zeal and meaning of his gift of the Annuities, and of his houſe in *C.* Street, That the ſame is not to paſs in ſuch ſort as the Books are already penned, for the ſaid Gifts are within the compaſs of the Statute of *Mortmain*, whereby his honeſt meaning may in ſhort ſort be

be defrauded, and therefore he thinketh it the ſureſt way that the ſame be done by VVill, viz. That Mr. *F.* do enſeoff ſome antient man that is unmarried upon condition, that he ſhall make his laſt VVill and Teſtament in writing, and by the ſame ſhall forthwith will and deviſe the ſaid Houſe unto the Corporation of the M. and there a pair of Indentures of Covenants to paſs between the Colledge and Mr. *F.* on the one part, and the Maſter and VVardens on the other part. By which Indenture ſhall be expreſſed all Mr. *F.* his meaning, to what uſes he will have the Profits of the ſaid Houſe to be imployed. And the like deviſe may there be of the Annoities. This is a good ſure way, becauſe the Cuſtom of the City doth warrant the ſame.

A Citizens Will.

IN the Name of God, Amen. The 19th day &c. In the year of our Lord God &c. I *I. G.* &c. being of good and perfect Remembrance, Laud and praiſe be to the Almighty God, knowing that I am naturally born, and ordained to die, and to paſs from this mortal world, and tranſitory life, minding to put in order, as well of all and ſingular my Goods and Chattels, whatſoever I have, and Debts whatſoever to me owing, as alſo to declare how I have beſtowed all my Leaſes, which I have of my Lands, Tenements, and Hereditaments, to the intent there ſhould be no ſtriſe for the ſame, after my deceaſe, do therefore firſt of all, after thanks given to Almighty God for his great benefits, deſire and pray my Children, and all other to be contented with my laſt VVill and Teſtament, without any trouble, buſineſs, or vexation of any of them againſt the other for any of my ſaid Leaſes, Goods, Chattels, and Debts, as they will anſwer for the ſame before the Judgment Seat of God, who is the rewarder of all good perſons, and a ſevere Judge and Revenger of all thoſe that do evil. And to avoid all occaſion of charges, I revoke and renounce all former and other VVills and Teſtaments whatſoever, heretofore by me made by word, writing, or otherwiſe, and make and ordain this to be my very true, laſt, and only VVill and Teſtament, for and concerning all my ſaid Goods, Chattels, Debts, and every part and parcel thereof, in manner and form following. *That is to ſay*, Firſt, I commend my Soul to Almighty God, and to his Son Jeſus Chriſt, my Saviour and Redeemer, and to the Holy Ghoſt, three Perſons and one God, moſt humbly beſeeching the moſt Holy and Bleſſed Trinity, to have mercy on my Soul, and to pardon and ſo forgive me all my ſins and offences, ſo that I may after this mutable life ariſe with the Elect, and have the life and fruition of the God-Head, by the Death and Paſſion of our Saviour Jeſus Chriſt, according to his merciful Promiſe in that behalf. *And I will*, that my Body be decently buried in the Pariſh Church in the which it ſhall happen to deceaſe, and my Funerals to be ordered by the diſcretion of my Executors hereunto named.

Item, I will that my Debts which I ſhall owe unto any perſon or perſons, at the time of my deceaſe, either by Law or Conſcience, be well and truly

contented and paid within convenient time. And after my ſaid Debts be diſcharged, I will that all my moveable Goods, Chattels, and Debts to me owing within ſuch convenient time as mine Executors, may be divided into three equal parts and portions, according to the laudable Cuſtom of the City of *L.* of which I am a Citizen, one equal third part and portion whereof, I will and appoint to and for the perfoꝛmance of this my laſt Will and Teſtament, and one other equal third part and portion thereof, I give unto *Elizabeth* my well beloved wife; and the other equal third part and portion thereof, I give and bequeath to and amongſt *F. T.* and *M.* three of my Sons, yet by me not advanced, and to and amongſt *A. K.* and *M.* my three Daughters already married, and yet not fully advanced: for whereas I have given with every of the ſame my Daughters 200 *l.* a piece in their Marriage, my will and mind is, that the ſame ſhall not be taken or deemed to be a full advancement to my ſaid three Daughters, or any of them, but I do will and ordain by theſe Preſents, That firſt my ſaid three Sons, *F. T.* and *M.* ſhall have allotted to every of them 200 *l.* a piece, out of that third part of my ſaid Goods, and other the ſaid Premiſſes, which I have here above given and bequeathed to them, and their ſaid three Siſters, and that then the reſidue of the ſaid third part ſhall be divided to the ſaid *F. T. M. A. K.* and *M.* part and part like. As for my eldeſt Son *T. G.* he is by me already fully advanced, And I have of him his clear Acquittance in that behalf. Alſo, my will and mind is, That if any of my ſaid Children being yet within age, and not married, do dye or deceaſe, before they ſhall accompliſh their ſeveral ages of 21 years, that then the part and portion of him, her, or them, ſo deceaſing, ſhall be equally divided, to and amongſt the other of them my ſaid ſix children ſurviving, portion and portion like.

Item, I give and bequeath unto my ſaid Daughter *K.* the ſum of 40 *l.* in money, and I give and bequeath unto *E.* and *R.* Children of my ſaid Daughter *K.* 10 *l.* in money, That is to ſay, to either of them 5 *l.* to be paid and delivered unto them, at their lawful age of 21 years, or days of marriage: And if either of them die before they accompliſh their ſaid age of 21 years, or dayes of marriage, the Survivor to have the others portion of this my Legacy; and if they both deceaſe before they accompliſh their ſaid age or marriage, then I give and bequeath the ſame 10 *l.* to and amongſt the Children of my ſaid Daughter *A.* equally to be divided amongſt them, to be paid and delivered unto them at their lawful ages of 21 years, or dayes of marriage, and if any of them do die before the time limited, then the Survivors or Survivor of them to have and enjoy the ſame.

Item, I give and bequeath to the ſaid *A.* my eldeſt Daughter 46 *l.* 13 *s.* 4 *d.* in money, to be paid unto her within ſix moneths next after my deceaſe.

Item, I give and bequeath unto my ſaid ſon *T. G.* the ſum of 40 *l.* of lawful &c. over and beſides his Childs part aforeſaid. Alſo I give and bequeath unto my ſon *M. G.* the ſum of 40 *l.* of like money, over and beſides his Childs part aforeſaid

Item, I give and bequeath unto my ſon *F. G.* 40 *l.* in money, over and beſides his Childs part aforeſaid. Moreover I give and bequeath unto *A. D.* one of the Daughters of &c. late of *L.* Hab. deceaſed, the ſum of 100 *l.* of lawful

&c.

&c. to be paid unto her at her age of 20 years, or day of marriage, at the discretion of mine Executrix.

Also, I will and bequeath &c. Moreover I give unto *H. C.* my Nephew, the Sum of 6 *l.* 13 *s.* 4 *d.* of &c. Also I give &c. *Item*, I give, &c.

Item, I give unto the two Hospitals in *L* the one called *Christs Hospital*, and the other St. *Thomas Hospital* in *Southwark*, to either of them the Sum of 5 *l.*

Item, I give unto the Prisoners of *Newgate*, *Ludgate*, the *Kings-Bench*, and the *Marshalsey*, to every of them 3 *l.* 6 *s.* 8 *d.* Moreover, I give to the Worshipful Company of M. in *L.* whereof I am a Fellow, towards a Recreation to be had amongst them at my Burial, the Sum of 6 *l.* 13 *s.* 4 *d.* and a Cup of Silver and Gilt, of the Weight of 40 Ounces, to remain in that Company for ever, and to have graven in the bottom these two Letters *J. G.* and a Posie written in this manner;

When the drink is out, and the bottom you may see,
Remember your Brother J. G.

as a Remembrance of my Fellowship amongst them. Also I Will that there be Spice-Bread given to the Livery, according to the Custom, and to the Clark of that Company I give 20 *s.* and to the Beadle thereof 10 *s.* Also I give to the poor Almes-men of our House, who be of our Livery, to each man 20 *s.* for their relief. *Item*, I give &c. *Item*, &c. Provided always, and my further will, mind, and intent is, that if at any time hereafter any strife, variance, quarrel, ambiguity, doubt, or scruple, shall arise, happen, or grow, for or concerning this present last Will and Testament, or any Devise, Legacy, Bequest, or other thing whatsoever contained in the same; Then I Will and Ordain, that all and every such strife &c. without any further Suit or Trouble, to be heard, known, examined, tryed, and finally determined by my Friends hereafter named; That is to say, The Right Worshipful Sir *W. C.* Kt. the Master of the Rolls, Mr. *R. H.* Esq; Mr. *T. A.* Hab. and Mr. *R. H.* Merch. And I give to the Master of the Rolls for his pains 10 *l.* in money, and to the other three, to every of them for their pains 6 *l.* 13 *s.* 4 *d.* and Gowns for them and their Wives. And I do charge and command my said Executrix, and others, named in this my last Will and Testament, to perform, fulfill, and obey, in all things, the Orders and Determinations of my said Friends in the Premisses, as they will answer to Almighty God to the contrary. And as concerning Gowns of Black to be given unto divers of my Friends and Kinsfolk, I leave unto the discretion of my said Wife and Friends. Also I will and determine, that there shall be given out of the third part of my Goods and Chattels, appointed to the performance of this my present Testament, twelve poor mens Gowns of Manzel Frize, or other Cloath, at my said Friends discretion; to the poorest of St. *S.* Parish, six, and in St. *A.* Parish other six. And I Will that there be made after my Decease twelve Sermons, of wise, sober, and virtuous Learned men; That is to say Six in St. *S.* Parish Church, and six in St. *A.* Church, at such times as my Executrix and Friends aforesaid shall think them most convenient, and the Preacher to have given to him at every Sermon 6 *s.* 8 *d.* And I Will that all the Charges of my Funerals and Burying, shall be paid out of the said 3d

part of my Goods assigned to the performance of this my Testament. And as touching the disposition of all my Leases and Annuities, whereof I have already made any Conveyance, I will that the same, and all and every part and parcel thereof, shall remain and be, according to such Covenants, Grants, and Conveyances, as is thereof made by me long before the Date of these presents. And for the residue of all my said Leases and Annuities, if any remain by me not before conveyed, I will that the same be taken and recovered amongst my other Goods and Chattels, the residue of all my Goods, Chattels, and Debts, remaining unbequeathed, after my Debts paid, and my Funerals discharged; and this my last Will and Testament in every thing performed, I wholly give and bequeath the one half thereof to *E.* my well-beloved Wife, and the other half thereof to and amongst all my Children, equally to be divided to them part and part like. And I beseech Almighty God, for his dear Son Jesus Christ sake, to grant to the said E. my Wife, of his Grace, to have good consideration of her self, and well and soberly to use it, and the rest, to God's honour, and her own comfort. And I make and ordain the said *E* my Wife, my sole Executrix of this my last Will and Testament, most heartily beseeching her, that as she hath shewed her self faithful and loving unto me whilest we have lived together, so she will continue a natural Mother towards my Children, and a Friend to my Kindred, according to her Ability, and their Distress, as my trust is in her she will be. And I do make and ordain the said Sir *W. C.* Kt. *H. T. A.* and *R. H.* Overseers of this my present Testament and last Will. Provided always, And I do Will and Ordain by these presents, that if any of my Children do make any Suit, Trouble, or Demand in Law, of, or for any part of my Goods or Chattels, otherwise then according to the true meaning of this my last Will and Testament, that then every of them so doing, shall clearly lose all such Legacies or other Benefit, as they or any of them might have thereby. And that all my said Children to any of them made, which shall commence any such Suit, Trouble, or Demand, as aforesaid, shall be as clearly void, as if the same had never been to him given or made. In witness whereof, I the said *J. G.* have subscribed this my last Will and Testament with my own Hand, and thereunto put my Seal. Given the Day and Year first above-written.

Sealed, declared, and delivered up by the said J. G. *in the presence of these Witnesses, whose Names are subscribed,*

Witness, *A. P.* &c.

A Will.

IN the Name of God, Amen. The 8th &c in the Year of our Lord God, &c. and in the 17th Year of the Raign, &c. I *J. M.* Cit. &c. being in health of body, and of good and perfect memory (thanks be to God) do make this my laſt Will and Teſtament, in manner and form following; That is to ſay, Firſt, I bequeath my Soul and Spirit into the Hands of Almighty God my Heavenly Father, by whom of his meer and only Grace I truſt to be ſaved and received into Eternal Reſt, through the death of my Saviour and Redeemer Jeſus Chriſt, in whoſe precious Blood, I ſet the whole and only hope of my Salvation; my wretched Body, in hope of a joyful Reſurrection, I commit to the Earth to be buried, with ſuch charges, and in ſuch place, as my dear wife *M.* ſhall think good. And touching the diſtribution of my mortal goods, I diſpoſe of the ſame as followeth.

Firſt, I will, that all ſuch Debts as I owe ſhall be truly paid.

Item, I give to my ſaid Wife *M. M.* 100 *l.* of &c. upon condition, that ſhe claim no Title or Intereſt of Dowers or Thirds, of and upon my Houſe and Land in *E.* in the County of *M.* which I have in Fee-ſimple.

Item, &c. *Item*, &c. *Item*, To Mr. *J. F.* Miniſter, I do clearly forgive the Sum &c. of lawful &c. which he oweth unto me.

Item, I give and bequeath to the Company of *F.* of the City of *L.* the Sum of 6 *l.* of &c. in ſuch manner, form, and condition, and to be beſtowed as followeth; That is to ſay, That after my death, the Wardens of the ſaid Company for the time being, whatſoever, or any other in that behalf having ſufficient Authority, ſhall lend it yearly unto three ſuch poor men of the ſaid Company, as they ſhall think to have moſt need, 40 *s.* a piece, for and during the ſpace of two whole years next following, ſo that the ſaid poor men put in ſufficient Sureties for the repaying of the ſame, at the end of the ſaid two years, and then to be asked and required again by the ſaid Wardens or others, having authority for the time being; and forthwith to be delivered to three other, in manner and form, and for the term aforeſaid. And ſo I will the ſaid 6 *l.* to be uſed from two years to years for ever. Prohibed alwayes, That the ſaid Company ſhall put in ſufficient Sureties unto mine Executors, or any other having right to take any ſuch Bond of them, for the full accompliſhing for ever of this my laſt Will herein, or elſe this Legacy to be of none effect: The reſidue of all and ſingular my Goods and Chattels whatſoever herein not bequeathed, (the Thirds due by Law and Cuſtom unto my ſaid wife (except the Thirds and Dowry of my ſaid Houſe and Lands in *E.* aforeſaid) and alſo the part and portion unto my Son *J. M.* according to the Cuſtom of the City of *L.* paid and diſcharged) I wholly give and bequeath unto my other two Children *T. M.* and *S. M.* equally amongſt them to be divided.

Item, I Will and Ordain, That the parts and portions of my ſaid Children, and all and every other thing and things to them belonging, ſhall for their behoofs, during their and every of their ſeveral Minorities, remain and be in the hands, cuſtody, and governing of the ſaid *R. M.* to imploy every of the ſame as he ſhall think good for the profit and commodity of my ſaid Children; And that if any of my ſaid Children dye under age, that then the Part, Portion, and Legacies of him or them ſo dying under age, ſhall belong and appertain unto the Survivors, or Survivor of my ſaid Children. And I Will that my ſaid Children ſhall be trained and brought up in virtuous Learning, or ſuch other honeſt Vocation, as it ſhall pleaſe God to make them apt unto. And I Will that *A. B.* ſhall have the education and cuſtody of my ſaid Son *T. M.* during his Minority: And that *C D.* ſhall have the education of my ſaid Son *T. M.* during, &c. And I Will, that *E F.* ſhall have the education of my ſaid Son *S. M.* during &c. And that my Executor, out of this my laſt Will and Teſtament, out of the Profits to be gotten by the uſe and occupying of my ſaid Childrens Parts, Portions, and Legacies, ſhall yearly yield, pay, and allow, to every of the ſaid ſeveral perſons, before ſeverally appointed, to have the ſeveral Educations of my ſaid Children, towards their finding and School, 20 Nobles a piece of lawful &c. during ſuch time only as they ſhall go to School, and no longer: And if the Charges thereof come to more, the ſame to be allowed by my ſaid Executor. Provided alwayes, And my intent, will, and meaning is, That my ſaid Executor, or any other by his Title or Authority, ſhall not ſell or alienate by any means, any part or parcel of my Leaſes, Houſes, or Lands, but ſhall let them remain in ſuch ſort, as they are in at the time of my death, to my Children, and their uſe and behoof, in ſuch manner and form as is aforeſaid. But as for my Houſhold-ſtuff, my Will is, that it ſhall be ſold to the beſt advantage, excepting ſuch parcels of any manner of thing as my Wife ſhall chooſe out for part of her portion, if ſhe like of any thing.

Item, I make and ordain the ſaid *R. M.* to be my full, whole, and only Executor of this my laſt Will and Teſtament, and my very dear Friends *C. D.* and *E. F.* I make and ordain Overſeers of this my laſt Will and Teſtament; and I give unto every of them, &c. a piece for their pain, to be taken in the Overſeeing thereof; requiring them, in the name of God, to ſee this my laſt Will and Teſtament performed accordingly: And I do utterly revoke all former Wills and Teſtaments, by me in any wiſe heretofore made or declared. In Witneſs, &c.

FINIS.

Anno Gratiæ circiter 610.

IN Chriſti Nomine. Aethelbertus Rex, Deo inſpirante, pro animæ ſuæ remedio, dedit Epiſcopo Mellito terram quæ appellatur Tillingham, ad Monaſterii ſui ſolatium; ſcilicet, Monaſterii Sancti Pauli Apoſtoli Doctoris Gentium: Et ego Aethelbertus, ita firmiter concedo tibi Præſuli Mellito poteſtatem ejus habendi & poſſidendi, ut in perpetuum Monaſterii utilitate permaneat. Si quis vero contradicere tentaverit hanc donationem, *Anathema* & *Excommunicatus* ſit ab omni ſocietate Chriſtiana, uſque ad ſatisfactionem. Qua de re, Ego Epiſcopus Mellitus unà cum rege Aethelberto, Humfredum Epiſcopum ſubſcribere rogavi. ✝ Signum manus Humfredi Epiſcopi. ✝ Signum manus Lecharii Epiſcopi. ✝ Signum manus Eabane. Signum manus Aethelwoldi. Signum manus Aelpine; & alior'. multor'.

Anno Gratiæ circiter 930.

IN nomine Domini Noſtri Jeſu Chriſti ſalvatoris: Ea quæ ſecundum legem ſalubriter deficiuntur, licet ſolus ſermo ſufficeret, tamen pro evitandâ futuri temporis ambiguitate fideliſſimis ſcripturis & documentis ſint commendanda; Quamobrem Ego Aethelſtanus Rex Anglor. pro æternæ retributionis ſpe, & relaxatione peccator. meorum, ad laudem Domini nominis, & ad honorem Sancti Pauli Apoſtoli & Gentium Doctoris, regali authoritate renovavi atq; reſtauravi libertatem ad Monaſterium ipſius Statutum in Londonia Civitate, ubi diu Sanctus Erkenwaldus Epiſcopatum tenuit: Qui etiam propenſius in Monaſterii Studens proficuo illud Privilegium quod hactenus in præfat' habetur Monaſterio in urbe *Romulea* confirmari patebat; aliaque quam plurima privilegia, quæ noſtri Anteceſſores pro redemptione animarum ſuarum & pro cœleſtis regni deſiderio conſtituerunt,

ſtituerunt, & in illo Monaſterio ſcripto continentur. Hæc eſt interim illa Libertas, quàm ut perpetualiter in prædicto Monaſterio permaneat, animo libenti conſtituo; id eſt decem maſſas ad Sandonam cum Wothe, & octo Aet earðeleage, cum Luffanhaeth, & decem ad Bylcha cum Wicham, & octo ad Cidwolditton, & duodecem ad Runwella, & triginta ad Eadulfesneasa, & decem ad Dyaegtun, & octo ad Berne, & decem ad Neosdune cum Pillesdune; hanc ego libertatem pro petitione & admonitione Venerabilis Epiſcopi Theodorici, qui tunc temporis eidem Monaſterio Præfuit, placabili mentis devotione, dictare, ſcribere, commendare procuravi: Si quis vero, quod non optamus, hujus Decreti adverſitat' infringere tentaverit, aut aliter quam à nobis ſtatutum eſt mutare præſumpſerit, ſit à conſortio Domini noſtri Jeſu Chriſti ſegregatus, & cum lupis rapacibus ponatur, & ejus ligaturis ſe convinctum ſciat, cui Chriſtus Clavis Cœleſtis Regni commendatus, ait, *Tu es* Petrus, *& ſuper hanc* Petram *ædificabo Eccleſiam meam; & tibi dabo, Claves Regni Cœlorum, & quodcunque ligaveris ſuper terram, erit ligatum & in Cœlis, & quodcunque ſolveris ſuper terram, erit ſolutum & in Cœlis.* Denique adhuc pro ampliori firmitati teſtamento, omni noſtro præcipimus, atque præcipiendo obſecramus, ut maneat iſta libertas inſolubiliter ab omni ſeculari ſervitio, cum omnibus per circuitum ad ſe rite pertinentibus, Campis, pratis, paſcuis, ſylvis, rivulis, tribus exceptis expeditione pontis arciſque conſtructione & exercitu. Idcirco vero hujus donationis munificentiam tam firmiter atque immobiliter imperamus, quia per hoc à Domino cœleſtem beatitudinem accipere ſperamus, illo annuente, cui eſt honor, & poteſtas, & Imperium, per infinita ſeculorum ſecula. Deinde hujus Decreti conſentiens teſtis fuit Adegarus Archipræſul, & Dabitell Metropolitanus *Eboracenſis* Eccleſiæ, & Elfftanus *Lundonienſis* Epiſcopus, & Adulf *Herefordenſis* Baſilice Epiſcopus, & Aelfere Dux, & Bithnod Dux, & Aelfric Abbas, & Aelfftane Abbas, & multi alii.

Hæc

Hæc ſunt Expoſitiones antiquorum Vocabulorum in Charta Regis contentorum, excerpt. ex vetere libro in ædibus Divi Pauli Lond. reſervat.

A.

Averpeny, Quod quieti ſint de denar. dand' pro Auenagio Domini Regis.

B.

Blodwyte, Quod habeant omnia amerciamenta pro ſanguine effuſo in terra & quod habeant inde placita in Cur' ſua & quod habeant commoda inde provenientia.

Bourghbreche, Quod quieti ſint tranſgreſſionibus in Civitat. aut Burgo fact. cont. pacem.

Bozdhalfpeny, Quod quieti ſint de quadam conſuetudine exacta in mercato pro tabulis levatis ubi datur obolus pro tabula.

Burgbote, Quod quieti ſint de reficiend. pontibus tranſitoriis vel hujuſmodi.

Bourgbote, Quod quieti ſint de auxilio faciend. ad reficiend. Burg. Caſtrum vel Civitatem vel muros proſtratos.

C.

Childwite, Hoc eſt quod capiant greſuma. aliqua. de nativa ſua corrupta & pregnante ſine licentia ſua.

Danegeld,

D.

Danegeld, Quædam consuetudo quam Dani levaverunt in Anglia.

F.

Flemeneſwite, aliàs **Fledwite**, Quod quieti sint de amerciamentis cum quis Utlagatûs aliqu. venit ad pacem Dom. Regis sponte vel licenciatus.

Flythwite, Quod quieti sint de Amerciamentis pro contentione & conviciis motis in exceratus.

Flemenſefrith, Quod habeant catalla hominis sui fugitivi q. Freth. Angl. Ronne Chatell.

Foreſtall, Quod quieti sint de amerciamentis de Catall. infra terram suam vel extra areſtat. & quod habeant & teneant placita inde provenientia.

Forſong, **Frithſolkne**, Libertas Franci Plegii.

G.

Grithbreach, Hoc est, quod pax Domini Regis non sit Fracta sed teneatur.

Grith, Anglicè Pax.

Geld, Quod quieti sint de consuetudinibus & serviciis, quæ quondam dari consueverunt, sicut **Horngeld** & similia.

Garnage, Si Dominus Rex talliaverit terr' per carucas.

H.

Hengewite, Hoc est, quod quieti sit de amerciamento pro latrone suspenso sine Juditio & justitia.

Homsolkne, Hoc est, quod quieti sint de ingressu Hospicor. violent. contra voluntat. Dominorum ac contra pacem & quod teneant placitum in Cur' sua.

Hydage, Si Dominus Rex talliaverit terr' per Hidas.

Holnegeld, aliàs **Hornegeld**, Quod quieti sint de quadam consuetudine quondam exacta per tallag' per totam terram, viz. pro quad. bestia cornutasin.

Hundrede,

Hundrede, aliàs **Hardpeny**, Quod quieti ſint de denar' dand. vel aliiis conſuetudinibus propoſitis Hundredi.

I.

Infangenethef, Hoc eſt, quod Latrones capti in dominio vel feodo ſuo pro Latrocinio cum convicti fuerint ad furcas proprias ſuſpendantur. **Infenge.**

L.

Leytherwite, Hoc eſt, quod capiant emend. ab ipſo qui corrumpit Notitiam ſuam ſine licentia ſua.

Leſtage, aliàs **Leſtange**, Quod quieti ſint de quadam exactione in Nundinis mercat' & Portubus pro rebus Cariand. ubicunq; voluerint.

M.

Miskenning, aliàs **Miſtering**, Tranſgreſſio in Verbo vel in facto.

P.

Poundbrech, alio loco **Woundbrech**, Quod quieti ſint de tranſgreſſionibus erga Dominos commiſſis.

S.

Soke, Hoc eſt, ſect. de homagio ſuo habeant in Cur' ſua ſecundum conſuetud. regni.

Sake, Hoc eſt, quod habeant emend' & teneant placita de tranſgr' hominum ſuorum in cur' ſua quæ **Sake** Angl. à heſone.

Shot, vel **Skot**, Quod quieti ſint de quad. conſuetud. ſicut de Tallag' ſcom. ad opus vior'. vel alior'.

Stallage, Quod quieti ſint de quad. conſuetud. exacta pro placeis captis vel aſſignatis in Nundinis vel mercat'.

Shewinge, aliàs **Shewite**, Quod quieti ſint de amerciamentis in quacunque cur' & coram quibuſcunque Cur' de querelis oſtenſis & non adjudicatis.

Tol,

T.

Tol, Hoc eſt, quod ipſi & homines ſui de toto homagio ſuo ſint quieti omni tolneto, exactione & de omnibus rebus emptis & venditis.

Them & Tem, Hoc eſt, quod tota generatio villanorum ſuor' cum eor' ſectis & catallis ſuis ubicunque inveneriut, niſi manſerint in antiquo Dominico per unum annum vel in aliqua villa privilegiata, viz. in Civitat' Burgo, &c. Ita quod ſint in eorum Communia & Gilda & tunc liberantur à Villenagio, & hic caveant quod non inveniant' in judicio ſuo.

Thorlugpeny, aliàs **Thoylugpeny**, Quod ſint de ten' vil' hum.

V.

Utfangenthef, aliàs **Outfongenethef**, Hoc eſt quod Latrones de Dominico ſuo vel feodo extra terr' vel feodum ſuum capti cum convicti fuerint ad furcas ſuas ſuſpendantur.

Utlepe, Eſcadium de perſona.

W.

Wardewite, vel **Wardwythe**, Quod quieti ſint de amerciamentis pro Wardo faciendo ſecundum conſuetudinem.

Welegrivethef, Latro qui poteſt arrein.

Wapentake, Quod quieti ſint de Sect. Hundred. & Wapentake.

Wardpeny, Quod quieti ſint denar' dand', vel aliis conſuetudinibus propoſit' Hundred.

An

An Expoſition of ſome Obſolete Words.

Alodialia, Free or Freehold Land.
Alnetus, Elders.
Arabarches, Chief Cuſtomer.
Arundivetum, A Reedy place.

Burſe, I ſuppoſe from the Latine, *Byrſa.*
Bygam, Wrangle, *Contentio.*

Caballa, or Cabala, Secrets of State or the Councel; *accipitur etiam pro occultiſſima ſcientia inter Rabbinos Hebræos.*

Dene, A *Saxon* word, ſignifying a Town, as *Tenter-Dene.*
Dune, A *Saxon* word, ſignifying a Down.
Ey, A place encompaſſed with water; an Iland.

Fraſſetum, A Wood, or Wood-ground.
Filicetum, A Bracky-ground.
Fraxinentum, A Wood of Aſhes.

Haubert, A high defence. *See for Fee, de Haubert of Land in* Lamb. *Peramb. of* Kent.

Lupulicetum, A Hop-ground.
Lacerta, A Fathom.

Ordeel, A *Saxon* word; a manner of Tryal by Fire.

Rumen, It ſignifieth Large.

Salicetum, A Wood of Elder.
Salina, } Salt-pits.
Selda, }
Selde, A Wood of Willowes.
Sockman, Is one that holds ſuch Land as either is, or is not dividable

dividable by Cuſtome: As, If Land be held by Sockman in Gaveſkind, then ſhall it be divided among all his Sons: If deſcendable to the Eldeſt Son, to him only it ſhall ſtill diſcend.

Sullings, Elders.

Semmantale, A Tything-man.

Cronagium,
Stallagium,
Picagium,
Wharfagium,
Anchoragium,
Pedagium,
Muragium,
Cranagium,
Pontagium,
Pavagium,
} Species Tolneti variæ.

Heald, A Woody place.

Were, Is the price of a man's life as he was valued in Old time; after the manner of valuation in the Kings Book for a Subſidy, &c.

Nomina

Nomina virorum Anglice & Latine per 3. caſus variata.

A	*A*	*A*	*A*
Aaron	Aaron	Aaronem	Aaroni.
Abas	Abas	Abantida	Abanti.
Abel	Abel	Abelem	Abeli.
Abraham	Abrahamus	Abrahamum	Abrahamo.
Abſyrtus	Abſyrtus	Abſyrtum	Abſyrto.
Abiathar	Abiathar	Abiathar	Abiathar.
Achiſh	Achiſh	Achiſh	Achiſh.
Adam	Adamus	Adamum	Adamo.
Adonis	Adonis	Adonida	Adonidi.
Adelph	Adelphus	Adelphum	Adelpho.
Adoniah	Adoniah	Adoniam	Adoniæ.
Adrian	Adrianus	Adrianum	Adriano.
Æneas	Æneas	Æneam	Æneæ.
Æolus	Æolus	Æolum	Æolo.
Æſop	Æſopus	Æſopum	Æſopo.
Agrippa	Agrippa	Agrippam	Agrippæ.
Ahaſuerus	Ahaſuerus	Ahaſuerum	Ahaſuero.
Ahimelech	Ahimelech	Ahimelech	Ahimelech.
Ahab	Ahab	Ahab	Ahab.
Alexander	Alexander	Alexandrum	Alexandro.
Alfeſtan	Alfſtanus	Alfſtanum	Alfſtano.
Alexius	Alexius	Alexium	Alexio.
Alfred	Alfredus	Alfredum	Alfredo.
Alonſo	Alonſo	Alonſo	Alonſo.
Amaziah	Amaziah	Amaziah	Amaziah.
Aminadab	Aminadab	Aminadab	Aminadab.
Amaſa	Amaſa	Amaſa	Amaſa.
Amos	Amos	Amos	Amos.
Ankor	Ankor	Ankor	Ankor.
Andrew	Andreas	Andream	Andreæ.
Anſelme	Anſelmus	Anſelmum	Anſelmo.
Antony	Antonius	Antonium	Antonio.
Apollonius	Apollonius	Apollonium	Apollonio.
Apollo	Apollo	Apollinem	Apollini.
Apelles	Apelles	Apellem	Apelli.
Aretas	Aretas	Aretam	Aretæ.
Ariſtobulus	Ariſtobulus	Ariſtobulum	Ariſtobulo.
Archimedes	Archimedes	Archimedem	Archimedi.
Artaxerxes	Artaxerxes	Artaxerxem	Artaxerxi.
Ariſtoteles	Ariſtoteles	Ariſtotelem	Ariſtoteli.

Arthur	Arthurus	Arthurum	Arthuro.
Auguſtine	Auguſtinus	Auguſtinum	Auguſtino.
Auguſtus	Auguſtus	Auguſtum	Auguſto.
Azariah	Azariah	Azariam	Azariæ.

B.	*B.*	*B.*	*B.*
BArtu	Bartu	Bartu	Bartu.
Baptiſt	Baptiſta	Baptiſtam	Baptiſtæ.
Baſileus	Baſilius.	Baſilium	Baſilio.
Bajazet	Bajazethes	Bajazethem	Bajazethi.
Bartholomew	Bartholomeus	Bartholomeum	Bartholomeo.
Balthazar	Balthazar	Balthazarem	Balthazari.
Baſil	Baſileus	Baſileum	Baſileo.
Barnaby	Barnabas	Barnabam	Barnabæ.
Bertram	Bertramus	Bertramum	Bertramo.
Bede	Beda	Bedam	Bedæ.
Benjamin	Benjaminus	Benjaminum	Benjamino.
Bernard	Bernardus	Bernardum	Bernardo.
Bevis	Bevis	Bevis	Bevi.
Boniface	Bonifatius	Bonifatium	Bonifatio.
Brennus	Brennus	Brennum	Brenno.
Brute	Brutus	Brutum	Bruto.
Bryan	Bryanus	Bryanum	Bryano.
Bulſtrode	Bulſtrode	Bulſtrode	Bulſtrode.
Benayah	Benayah	Benayam	Benayæ.
Barak	Barak	Barak	Barak.
Baruch	Baruch.	Baruch	Baruch.

C.	*C.*	*C.*	*C.*
CAyus	Cayus	Cayum	Cayo.
Caleb	Caleb	Caleb	Caleb.
Cadmus	Cadmus	Cadmum	Cadmo.
Cæſar	Cæſar	Cæſarem	Cæſari.
Calliſtratus	Calliſtratus	Calliſtratum	Calliſtrato.
Cambyſes	Cambyſes	Cambyſem	Cambyſi.
Charles	Carolus	Carolum	Carolo.
Caſtor	Caſtor	Caſtorem	Caſtori.
Cato	Cato	Catonem	Catoni.
Catulus	Catulus	Catulum	Catulo.
Cataline	Catalina	Catalinam	Catalinæ.
Cain	Cain	Cain	Cain.
Chriſtopher	Chriſtophorus	Chriſtophorum	Chriſtophoro.
Chryſoſtome	Chryſoſtomus	Chryſoſtomum	Chryſoſtomo.
Criſpine	Criſpinus	Criſpinum	Criſpino.
Claudius	Claudius	Claudium	Claudio.

Cyril

Cyril	Cyrillus	Cyrillum	Cyrillo.
Cleophas	Cleophas	Cleopham	Cleophæ.
Cephas	Cephas	Cepham	Cephæ.
Criſpus	Criſpus	Criſpum	Criſpo.

D.	*D.*	*D.*	*D.*
Daniel	Daniel	Danielem	Danieli.
David	David	Davidem	Davidi.
Darius	Darius	Darium	Dario.
Demetrius	Demetrius	Demetrium	Demetrio.
Denis	Dionyſius	Dionyſium	Dionyſio.
Deodate	Deodatus	Deodatum	Deodato.
Diogenes	Diogenes	Diogenem	Diogeni.
Diotrephes	Diotrephes	Diotrephem	Diotrephi.
Demoſthenes	Demoſthenes	Demoſthenem	Demoſtheni.
Democritus	Democritus	Democritum	Democrito.
Demaratus	Demaratus	Demaratum	Demarato.
Druſus	Druſus	Druſum	Druſo.
Dunſtan	Dunſtanus	Dunſtanum	Dunſtano.
Dutton	Duttonus	Duttonum	Duttono.
Diodorus	Diodorus	Diodorum	Diodoro.
Diocletian	Diocletianus	Diocletianum	Diocletiano.
Domitian	Domitianus	Domitianum	Domitiano.

E.	*E.*	*E.*	*E.*
Edward	Edwardus	Edwardum	Edwardo.
Edwin	Edwinus	Edwinum	Edwino.
Edgar	Edgarus	Edgarum	Edgaro.
Edmund	Edmundus	Edmundum	Edmundo.
Eldred	Eldredus	Eldredum	Eldredo.
Elias	Elias	Eliam	Eliæ.
Ely	Eli	Eli	Eli.
Emanuel	Emanuel	Emanuel	Emanuel.
Ephraim	Ephraimus	Ephraimum	Ephraimo.
Eraſmus	Eraſmus	Eraſmum	Eraſmo.
Erneſt	Erneſtus	Erneſtum	Erneſto.
Etheldred	Etheldredus	Etheldredum	Etheldredo.
Ethelſtan	Ethelſtanus	Ethelſtanum	Ethelſtano.
Euſtace	Euſtachius	Euſtachium	Euſtachio.
Eurialus	Eurialus	Eurialum	Eurialo.
Endimion	Endimion	Endimionem	Endimioni.
Epaminondas	Epaminondas	Epaminondam	Epaminondæ.
Epaphroditus	Epaphroditus	Epaphroditum	Epaphrodito.
Eraſtus	Eraſtus	Eraſtum	Eraſto.

Evander	Evander	Evandrum	Evandro.
Eubal	Eubulus	Eubulum	Eubulo.
Euripedes	Euripedes	Euripedem	Euripedi.
Everad	Everardus	Everardum	Everardo.

F.	*F.*	*F.*	*F.*
FAbius	Fabius	Fabium	Fabio.
Fabian	Fabianus	Fabianum	Fabiano.
Favorinus	Favorinus	Favorinum	Favorino.
Fauſtus	Fauſtus	Fauſtum	Fauſto.
Felix	Felix	Felicem	Felici.
Feſtus	Feſtus	Feſtum	Feſto.
Ferdinando	Ferdinandus	Ferdinandum	Ferdinando.
Flavius	Flavius	Flavium	Flavio.
Florianus	Florianus	Florianum	Floriano.
Fortunatus	Fortunatus	Fortunatum	Fortunato.
Francis	Franciſcus	Franciſcum	Franciſco.
Frederic	Fredericus	Fredericum	Frederico.
Fulke	Fulco	Fulconem	Fulconi.
Fulvius	Fulvius	Fulvium	Fulvio.
Faithful	Fidelis	Fidelem	Fideli.
Freeman	Freemanus	Freemannum	Freemanno.
Forteſcue	Fortiſcutius	Fortiſcutium	Fortiſcutio.

G.	*G.*	*G.*	*G.*
GAbriel	Gabriel	Gabrielem	Gabrieli.
Gamaliel	Gamaliel	Gamalielem	Gamalieli.
Gaius	Gaius	Gaiam	Gaio.
George	Georgius	Georgium	Georgium.
Gervaſe	Gervaſius	Gervaſium	Gervaſio.
German	Germanus	Germanum	Germano.
Gregory	Gregorius	Gregorium	Gregorio.
Gerard	Gerardus	Gerardum	Gerardo.
Giles	Egidius	Egidium	Egidio.
Godwin	Godwinus	Godwinum	Godwino.
Griffith	Griffithius	Griffithium	Griffithio.
Godfrey	Godfridus	Godfreidum	Godfreydo.
Gideon	Gideon	Gideonem	Gideoni.
Guſman	Guſmanus	Guſmanum	Guſmano.
Galba	Galba	Galbam	Galbæ.
Galen	Galenus	Galenum	Galeno.
Gordius	Gordius	Gordium	Gordio.
Gordianus	Gordianus	Gordianum	Gordiano.
Gracchus	Gracchus	Gracchum	Graccho.
Gyges	Gyges	Gygem	Gygi.

H.	H.	H.	H.
HAman	Haman	Haman	Haman.
Hannibal	Hannibal	Hannibalem	Hannibali.
Hiero	Hiero	Hieronem	Hieroni.
Hector	Hector	Hectora	Hectori.
Henry	Henricus	Henricum	Henrico.
Heliodorus	Heliodorus	Heliodorum	Heliodoro.
Heliogabalus	Heliogabalus	Heliogabalum	Heliagabalo.
Heraclius	Heraclius	Heraclium	Heraclio.
Heraclitus	Heraclitus	Heraclitum	Heraclito.
Hercules	Hercules	Herculem	Herculi.
Hermes	Hermes	Hermetem	Hermeti.
Herod	Herod	Herodem	Herodi.
Harold	Harold	Haroldum	Haraldo.
Herodotus	Herodotus	Herodotum	Herodoto.
Homer	Homerus	Homerum	Homero.
Horace	Horatius	Horatium	Horatio.
Hortenſius	Hortenſius	Hortenſium	Hortenſio.
Harbottle	Harbottellus	Harbottellum	Harbottello.
Hamlet	Hamlet	Hamlet	Hamlet.
Herbert	Herbertus	Herbertum	Herberto.
Hilary	Hilarius	Hilarium	Hilario.
Hugh	Hugo	Hugonem	Hugoni.
Hoſea	Hoſeas	Hoſeam	Hoſeæ.
Habbakuk	Habbakuk	Habbakuk	Habbakuk.
Humphrey	Humphridus	Humphridum	Humphrido.
Hawfray	Hawfray	Hawfray	Hawfray.
Hezron	Hezron	Hezronem	Hezroni.
Heman	Heman	Heman	Heman.
Haggay	Haggeum	Haggeum	Haggeo.
Hanun	Hanun	Hanun	Hanun.

J.	J.	J.	J.
JAcob	Jacob	Jacob	Jacob.
James	Jacobus	Jacobum	Jacobo.
Jaſper	Jaſper	Jaſper	Jaſper.
Jaſon	Jaſon	Jaſonem	Jaſoni.
Janus	Janus	Janum	Jano.
Jerome	Jeronimus	Jeronimum	Jeronimo.
Jedidiah	Jedidiah	Jedidiam	Jedidiæ.
Jeremiah	Jeremias	Jeremiam	Jeremiæ.
Iſayah	Iſayas	Iſayam	Iſayæ.
Joel	Joel	Joelem	Joeli
Jonah	Jonas	Jonam	Jonæ.
John	Johannes	Johannem	Johanni.
Johanan	Johanan	Johanan	Johanan.

Jovinian

Jovinian	Jovinianus	Jovinianum	Joviniano.
Irus	Irus	Irum	Iro.
Juba	Juba	Jubam	Jubæ.
Jugurtha	Jugurtha	Jugurtham	Jugurthæ.
Julius	Julius	Julium	Julio.
Jupiter	Jupiter	Jovem	Jovi.
Juvenal	Juvenalis	Juvenalem	Juvenali.
Junius	Junius	Junium	Junio.
Ignatius	Ignatius	Ignatium	Ignatio.
Job	Jobus	Jobum	Jobo.
Joab	Joab	Joab	Joab.
Jonathan	Jonathan	Jonathan	Jonathan.
Josias	Josias	Josiam	Josiæ.
Joseph	Josephus	Josephum	Josepho.
Joshuah	Joshuah	Joshuam	Joshuæ.
Isaac	Isaacus	Isaacum	Isaaco.
Jude	Judas	Judam	Judæ.

K.	*K.*	*K.*	*K.*
Kester	Kesterus	Kesterum	Kestero.
Kenhelme	Kenhelmus	Kenhelmum	Kenhelmo.

L.	*L.*	*L.*	*L.*
Labienus	Labienus	Labienum	Labieno.
Lambert	Lambertus	Lambertum	Lamberto.
Lancelot	Lancelottus	Lancelottum	Lancelotto.
Lawrence	Lawrentius	Lawrentium	Lawrentio.
Lazarus	Lazarus	Lazarum	Lazaro.
Laertes	Laertes	Laertem	Laerti.
Leopold	Leopoldus	Leopoldum	Leopoldo.
Leander	Leander	Leandrum	Leandro.
Lentulus	Lentulus	Lentulum	Lentulo.
Leonides	Leonides	Leonidem	Leonidi.
Lysander	Lysander	Lysandrum	Lysandro.
Lionell	Lionellus	Lionellum	Lionello.
Livius	Livius	Livium	Livio.
Leonard	Leonardus	Leonardum	Leonardo.
Lodowick	Lodovicus	Lodovicum	Lodovico.
Luke	Lucas	Lucam	Lucæ.
Lucullus	Lucullus	Lucullum	Lucullo.
Lucan	Lucanus	Lucanum	Lucano.
Lycurgus	Lycurgus	Lycurgum	Lycurgo.
Lewis	Ludovicus	Ludovicum	Ludovico.

M.	*M.*	*M.*	*M.*
MAlachy	Malachias	Malachiam	Malachiæ.
Manaſſeh	Manaſſes	Manaſſem	Manaſſi.
Manley	Manlius	Manlium	Manlio.
Mark	Marcus	Marcum	Marco.
Marcellus	Marcellus	Marcellum	Marcello.
Martin	Martinus	Martinum	Martino.
Matthew	Mattheus	Mattheum	Mattheo.
Matthias	Matthias	Matthiam	Matthiæ.
Matthat	Matthat	Matthat	Matthat.
Marius	Marius	Marium	Mario.
Menelaus	Menelaus	Menelaum	Menelao.
Menippus	Menippus	Menippum	Menippo.
Maximilian	Maximilianus	Maximilianum	Maximiliano.
Maurice	Mauritius	Mauritium	Mauritio.
Melchiſedeck	Melchiſedec	Melchiſedecum	Melchiſedeco.
Michael	Michael	Michaelem	Michaeli.
Miles	Milo	Milonem	Miloni.
Mithridates	Mithridates	Mithridatem	Mithridati.
Moſes	Moſes	Moſen	Moſi.
Mountague	Mountague	Mountague	Mountague.
Mountjoy	Mountjoy	Mountjoy	Mountjoy.
Micha	Micha	Micham	Michæ.

N.	*N.*	*N.*	*N.*
NAdab	Nadab	Nadab	Nadab.
Nathan	Nathan	Nathan	Nathan.
Nathaniel	Nathaniel	Nathanielem	Nathanieli.
Narciſſus	Narciſſus	Narciſſum	Narciſſo.
Narſes	Narſes	Narſem	Narſi.
Nehemiah	Nehemias	Nehemiam	Nehemiæ.
Nero	Nero	Neronem	Neroni.
Neſtor	Neſtor	Neſtorem	Neſtori.
Nicanor	Nicanor	Nicanor	Nicanor.
Nicodemus	Nichodemus	Nichodemum	Nichodemo.
Ninus	Ninus	Ninum	Nino.
Noah	Noah	Noam	Noæ.
Numah	Numa	Numam	Numæ.
Numitor	Numitor	Numitor	Numitor.

O.	*O.*	*O.*	*O.*
OBadiah	Obadias	Obadiam	Obadiæ.
Obed	Obed	Obed	Obed.
Odo	Otho	Othonem	Othoni.
Oliver.	Oliverus	Oliverum	Olivero.
Oneſiphorus	Oneſiphorus	Oneſiphorum	Oneſiphoro.

Origen

Origen	Origenes	Origenem	Origeni.
Orpheus	Orpheus	Orpheum	Orpheo.
Otway	Otway	Otway	Otway.
Owen	Owenus	Owenum	Oweno.
Oreſtes	Oreſtes	Oreſtem	Oreſti.

P.	*P.*	*P.*	*P.*
PAris	Paris	Paridem	Paridi.
Paſchal	Paſchalis	Paſchalem	Paſchali.
Patroclus	Patroclus	Patroclum	Patroclo.
Patrick	Patritius	Patritium	Patritio.
Paul	Paulus	Paulum	Paulo.
Peregrine	Peregrinus	Peregrinum	Peregrino.
Peter	Petrus	Petrum	Petro.
Peirſe	Peirſe	Peirs	Peirs.
Pericles	Pericles	Periclem	Pericli.
Perſeus	Perſeus	Perſeum	Perſeo.
Philibert	Philibertus	Philibertum	Philiberto.
Philip	Philippus	Philippum	Philippo.
Phineas	Phineas	Phineam	Phineæ.
Philemon	Philemon	Philemonem	Philemoni.
Poſthumus	Poſthumus	Poſthumum	Poſthumo.
Piſiſtratus	Piſiſtratus	Piſiſtratum	Piſiſtrato.
Pittacus	Pittacus	Pittacum	Pittaco.
Plato	Plato	Platonem	Platoni.
Pliny	Plinius	Plinium	Plinio.
Polycrates	Polycrates	Polycratem	Polycrati.
Polydore	Polydorus	Polydorum	Polydoro.
Pompey	Pompeius	Pompeium	Pompeio.
Priamus	Priamus	Priamum	Priamo.
Prometheus	Prometheus	Prometheum	Prometheo.
Probus	Probus	Probum	Probo.
Ptolomy	Ptolomeus	Ptolomeum	Ptolomeo.
Pyramus	Pyramus	Pyramum	Pyramo.
Pyrrhus	Pyrrhus	Pyrrhum	Pyrrho.
Pythagoras	Pythagoras	Pythagoram	Pythagoræ.

Q.	*Q.*	*Q.*	*Q.*
QUintin	Quintinus	Quintinum	Quintino.
Quintilian	Quintilianus	Quintilianum	Quintiliano.
Quintus	Quintus	Quintum	Quinto.

Ralph

R.	*R.*	*R.*	*R.*
RAlph	Radulphus	Radulphum	Radulpho.
Ranulph	Ranulphus	Ranulphum	Ranulpho.
Randol	Randolphus	Randolphum	Randolpho.
Raphael	Raphael	Raphaelem	Raphaeli.
Reynold	Reynoldus	Reynoldum	Reynoldo.
Reuben	Reuben	Reuben	Reuben.
Rees	Rhesus	Rhesum	Rheso.
Rice	Riceus	Riceum	Riceo.
Richard	Richardus	Richardum	Richardo.
Robert	Robertus	Robertum	Roberto.
Roger	Rogerus	Rogerum	Rogero.
Rowland	Rowlandus	Rowlandum	Rowlando.

S.	*S.*	*S.*	*S.*
SAmpson	Sampson	Sampsonem	Sampsoni.
Samuel	Samuel	Samuelem	Samueli.
Saul	Saul	Saulem	Sauli.
Sardanapalus	Sardanapalus	Sardanapalum	Sardanapalo.
Sebastian	Sebastianus	Sebastianum	Sebastiano.
Servius	Servius	Servium	Servio.
Sigismund	Sigismundus	Sigismundum	Sigismundo.
Silvanus	Sylvanus	Sylvanum	Sylvano.
Sylvester	Sylvester	Sylvestrem	Sylvestri.
Sylvius	Sylvius	Sylvium	Sylvio.
Simeon	Simeon	Simeonem	Simeoni.
Simon	Simon	Simonem	Simoni.
Socrates	Socrates	Socratem	Socrati.
Solon	Solon	Solonem	Soloni.
Stephen	Stephanus	Stephanum	Stephano.
Swithin	Swithunus	Swithunum	Swithuno.
Sydney	Sydneyus	Sydneyum	Sydneyo.
Sylla	Sylla	Syllam	Syllæ.

T.	*T.*	*T.*	*T.*
TAcitus	Tacitus	Tacitum	Tacito.
Tarquinius	Tarquinius	Tarquinium	Tarquinio.
Terence	Terentius	Terentium	Terentio.
Thales	Thales	Thalem	Thali.
Theobald	Theobaldus	Theobaldum	Theobaldo.
Theodore	Theodorus	Theodorum	Theodoro.
Theodorick	Theodoricus	Theodoricum	Theodorico.
Theodosius	Theodosius	Theodosium	Theodosio.
Theophilus	Theophilus	Theophilum	Theophilo.
Thomas	Thomas	Thomam	Thomæ.

Themiſtocles	Themiſtocles	Themiſtoclem	Themiſtocli.
Theopompus	Theopompus	Theopompum	Theopompo.
Theſeus	Theſeus	Theſeum	Theſeo.
Timothy	Timotheus	Timotheum	Timotheo.
Titus	Titus	Titum	Tito.
Tichicus	Tichicus	Tichicum	Tichico.
Toby	Tobias	Tobiam	Tobiæ.
Triſtram	Triſtramus	Triſtramum	Triſtramo.
Torquatus	Torquatus	Torquatum	Torquato.
Trajan	Trajanus	Trajanum	Trajano.
Theophraſtus	Theophraſtus	Theophraſtum	Theophraſto.

V.	*V.*	*V.*	*V.*
Valerius	Valerius	Valerium	Valerio.
Varro	Varro	Varronem	Varroni.
Valens	Valens	Valentem	Valenti.
Valentine	Valentinus	Valentinum	Valentino.
Vitellius	Vitellius	Vitellium	Vitellio.
Vincent	Vincentius	Vincentium	Vincentio.
Ulpianus	Ulpianus	Ulpianum	Ulpiano.
Urbanus	Urbanus	Urbanum	Urbano.
Urian	Urianus	Urianum	Uriano.
Uriah	Urias	Uriam	Uriæ.

W.	*W.*	*W.*	*W.*
Walter	Walterus	Walterum	Waltero.
William	Willielmus	Willielmum	Willielmo.
Wilfrid	Wilfridus	Wilfridum	Wilfrido.
Walfer	Wulferus	Wulferum	Wulfero.
Wulſtan	Wulſtanus	Wulſtanum	Wulſtano.

Z.	*Z.*	*Z.*	*Z.*
Zachariah	Zacharias	Zachariam	Zachariæ.
Zacheus	Zacheus	Zacheum	Zacheo.
Zephany	Zephanias	Zephaniam	Zephaniæ.
Zopyrus	Zopyrus	Zopyrum	Zopyro.
Zeuxes	Zeuxes	Zeuxem	Zeuxi.
Zaleucus	Zaleucus	Zaleucum	Zaleuco.

Nomina Mulierum per tres Caſus variata.

A.	*A.*	*A.*	*A.*
ABigail	Abigail	Abigail	Abigail.
Abihaill	Abihaill	Abihaill	Abihaill.
Adah	Adah	Adah	Adah.
Agatha	Agatha	Agatham	Agathæ.
Agnes	Agnes	Agnetem	Agneti.
Alice	Alicia	Aliciam	Aliciæ.
Amye	Amica	Amicam	Amicæ.
Anne	Anna	Annam	Annæ.
Anchorett	Anchoretta	Anchorettam	Anchorettæ.
Angelet	Angeletta	Angelettam	Angelettæ.
Arabella	Arabella	Arabellam	Arabellæ.
Avice	Aviſia	Aviſiam	Aviſiæ.
Aureola	Aureola	Aureolam	Aureolæ.
Ægeria	Ægeria	Ægeriam	Ægeriæ.
Agrippina	Agrippina	Agrippinam	Agrippinæ.
Albana	Albana	Albanam	Albanæ.
Alexandra	Alexandra	Alexandram	Alexandræ.
Amphitrite	Amphitrite	Amphitriten	Amphitriti.
Artemiſia	Artemiſia	Artemiſiam	Artemiſiæ.
Aſtræa	Aſtræa	Aſtræam	Aſtrææ.
Atalanta	Atalanta	Atalantam	Atalantæ.
Auguſta	Auguſta	Auguſtam	Auguſtæ
Aurelia	Aurelia	Aureliam	Aureliæ.

B.	*B.*	*B.*	*B.*
BArbara	Barbara	Barbaram	Barbaræ.
Bathſheba	Bathſheba	Bathſhebam	Bathſhebæ.
Baucis	Baucis	Baucim	Bauci.
Beatrice	Beatrix	Beatricem	Beatrici.
Berthe	Bertha	Bertham	Berthæ.
Bona	Bona	Bonam	Bonæ.
Blanch	Blanch	Blanch	Blanch.
Bridget	Bridgetta	Bridgettam	Bridgettæ.
Briſeis	Briſeis	Briſeida	Briſeidi.

C.	*C.*	*C.*	*C.*
CAſſandra	Caſſandra	Caſſandram	Caſſandræ.
Charity	Charitas	Charitatem	Charitati.
Chriſtian	Chriſtiana	Chriſtianam	Chriſtianæ.
Cicely	Cicelia	Ciceliam	Ciceliæ.

Clare	Clara	Claram	Claræ.
Conſtance	Conſtantia	Conſtantiam	Conſtantiæ.
Cæcilia	Cæcilia	Cæciliam	Cæciliæ.
Calphurnia	Calphurnia	Calphurniam	Calphurniæ.
Camilla	Camilla	Camillam	Camillæ.
Candace	Candace	Candacen	Candacæ.
Circe	Circe	Circen	Circes.
Claudia	Claudia	Claudiam	Claudiæ.
Cleopatra	Cleopatra	Cleopatram	Cleopatræ.
Comfort	Conſolatio	Conſolationem	Conſolationi.
Concordia	Concordia	Concordiam	Concordiæ.
Cornelia	Cornelia	Corneliam	Corneliæ.
Creuſa	Creuſa	Creuſam	Creuſæ.

D.	*D.*	*D.*	*D.*
DAmaris	Damaris	Damarim	Damari.
Danae	Danae	Danaem	Danae.
Debora	Debora	Deboram	Deboræ.
Denys	Dioniſia	Dioniſiam	Dioniſiæ.
Deianira	Deianira	Deianiram	Deianiræ.
Diana	Diana	Dianam	Dianæ.
Dinah	Dinah	Dinam	Dinæ.
Dido	Dido	Didonem	Didoni.
Dorcas	Dorcas	Dorcadem	Dorcadi.
Dorothy	Dorothea	Dorotheam	Dorotheæ.
Dowſabell	Dulcibella	Dulcibellam	Dulcibellæ.

E.	*E.*	*E.*	*E.*
EDy	Ida	Idam	Idæ.
Edith	Editha	Editham	Edithæ.
Egeria	Egeria	Egeriam	Egeriæ.
Eleanor	Eleonora	Eleonoram	Eleonoræ.
Eliza	Eliza	Elizam	Elizæ.
Elizabeth	Elizabetha	Elizabetham	Elizabethæ.
Emme	Emma	Emmam	Emmæ.
Erigone	Erigone	Erigonem	Erigone.
Eriphyle	Eriphile	Eriphilen	Eriphile.
Eſther	Eſtherа	Eſtheram	Eſtheræ.
Eudora	Eudora	Eudoram	Eudoræ.
Eudoxa	Eudoxa	Eudoxam	Eudoxæ.
Eurydice	Eurydice	Euridicen	Eurydice.
Evah	Eva	Evam	Evæ.
Evadne	Evadne	Evadnen	Evadnes.

Fayth

F.	*F.*	*F.*	*F.*
FAyth	Fides	Fidem	Fidei.
Felix	Felix	Felicem	Felici.
Fileda	Fileda	Filedam	Filedæ.
Fidelia	Fidelia	Fideliam	Fideliæ.
Florence	Florentia	Florentiam	Florentiæ.
Flora	Flora	Floram	Floræ.
Fortune	Fortuna	Fortunam	Fortunæ.
Frances	Franceſca	Franceſcam	Franceſcæ.
Frydeswid	Fridiſwida	Fridiſwidam	Fridiſwidæ.

G.	*G.*	*G.*	*G.*
GAlatea	Galatea	Galateam	Galateæ.
Gertrude	Gertrudis	Gertrudem	Gertrudi.
Gillian	Juliana	Julianam	Julianæ.
Gillet	Julietta	Juliettam	Juliettæ.
Grace	Gratia	Gratiam	Gratiæ.
Grizell	Grieſhelda	Grieſheldam	Grieſheldæ.
Guinifred	Guinifrida	Guinifridam	Guinifridæ.

H.	*H.*	*H.*	*H.*
HAgar	Hagar	Hagarem	Hagari.
Hannah	Hannah	Hannam	Hannæ.
Hebe	Hebe	Heben	Hebe.
Helena	Helena	Helenam	Helenæ.
Hermione	Hermione	Hermionem	Hermione.
Hippodamia	Hippodamia	Hippodamiam	Hippodamiæ.
Honor	Honoria	Honoriam	Honoriæ.
Henrietta	Henriette	Henriettam	Henriettæ.

I.	*I.*	*I.*	*I.*
JAcoba	Jacoba	Jacobam	Jacobæ.
Jacomena	Jacomena	Jacomenam	Jacomenæ.
Jane	Jana	Janam	Janæ.
Joyce	Jocoſa	Jocoſam	Jocoſæ.
Jocaſta	Jocaſta	Jocaſtam	Jocaſtæ.
Joane	Joanna	Joannam	Joannæ.
Iphigenia	Iphigenia	Iphigeniam	Iphigeniæ.
Iſabell	Iſabella	Iſabellam	Iſabellæ.
Judith	Juditha	Juditham	Judithæ.
Julia	Julia	Juliam	Juliæ.
Julian	Juliana	Julianam	Julianæ.
Juno	Juno	Junonem	Junoni.
Juliett	Julietta	Juliettam	Juliettæ.

Katharine

Nomina mulierum per tres Casus variata.

K.	*K.*	*K.*	*K.*
KAtharine	Katharina	Katharinam	Katharinæ.

L.	*L.*	*L.*	*L.*
LAis	Lais	Laida	Laidi.
Laodamia	Laodamia	Laodamiam	Laodamiæ.
Latona	Latona	Latonam	Latonæ.
Leah	Leah	Leam	Leæ.
Leda	Leda	Ledam	Ledæ.
Lettice	Letitia	Letitiam	Letitiæ.
Lydia	Lydia	Lydiam	Lydiæ.
Livia	Livia	Liviam	Liviæ.
Love	Amorosa	Amorosam	Amorosæ.
Lucy	Lucia	Luciam	Luciæ.
Lucina	Lucina	Lucinam	Lucinæ.
Lucrece	Lucretia	Lucretiam	Lucretiæ.
Lycaste	Lycaste	Lycasten	Lycaste.

M.	*M.*	*M.*	*M.*
MAbell	Mabella	Mabellam	Mabellæ.
Magdalen	Magdalena	Magdalenam	Magdalenæ.
Margaret	Margareta	Margaretam	Margaretæ.
Margery	Margeria	Margeriam	Margeriæ.
Mary	Maria	Mariam	Mariæ.
Mariana	Mariana	Marianam	Marianæ.
Martha	Martha	Martham	Marthæ.
Matilda	Matilda	Matildam	Matildæ.
Mawde	Magdalena	Magdalenam	Magdalenæ.
Manliana	Manliana	Manlianam	Manlianæ.
Mercy	Misericordia	Misericordiam	Misericordiæ.
Medea	Medea	Medeam	Medeæ.
Medusa	Medusa	Medusam	Medusæ.
Megara	Megara	Megaram	Megaræ.
Millicent	Millicentia	Millicentiam	Millicentiæ.
Mildred	Mildreda	Mildredam	Mildredæ.
Miriam	Miriam	Miriam	Miriam.
Myrina	Myrina	Myrinam	Myrinæ.
Myrrha	Myrrha	Myrrham	Myrrhæ.
Muriell	Muriela	Murielam	Murielæ.

Niobe

Nomina Mulierum per tres Caſus variata.

N.	*N.*	*N.*	*N.*
Niobe	Niobe.	Nioben	Niobe.
Nymphæa	Nymphæa.	Nymphæam	Nymphææ.

O.	*O.*	*O.*	*O.*
Olive	Oliva	Olivam	Olivæ.
Olympia	Olympia	Olympiam	Olympiæ.
Orelia	Orelia	Oreliam	Oreliæ.

P.	*P.*	*P.*	*F.*
Patience	Patientia	Patientiam	Patientiæ.
Parnell	Petronella	Petronellam	Petronelle.
Pandora	Pandora	Pandoram	Pandoræ.
Parthenia	Parthenia	Partheniam	Partheniæ.
Penelope	Penelope	Penelopen	Penelope.
Philadelphia	Philadelphia	Philadelphiam	Philadelphiæ.
Phillip	Phillippa	Phillippam	Phillipæ.
Phillis	Phillis	Phillidem	Phillidi.
Phillida	Phillida	Phillidam	Phillidæ.
Phebe	Phœbe	Phœben	Phœbe.
Phryne	Phryne	Phrynen	Phryne.
Polixena	Polixena	Polixenam	Polixenæ.
Poppæa	Poppæa	Poppæam	Poppææ.
Priſca	Priſca	Priſcam	Priſcæ.
Priſcilla	Priſcilla	Priſcillam	Priſcillæ.
Prudence	Prudentia	Prudentiam	Prudentiæ.

Q.	*Q.*	*Q.*	*Q.*
Quinta	Quinta	Quintam	Quintæ.

R.	*R.*	*R.*	*R.*
Rachel	Rachel	Rachelem	Racheli.
Radegund	Radegunda	Radegundam	Radegundæ.
Rhea	Rhea	Rheam	Rheæ.
Rodopis	Rodopis	Rodopim	Rodopi.
Rebecca	Rebecca	Rebeccam	Rebeccæ.
Roſamund	Roſamunda	Roſamundam	Roſamundæ.
Roſe	Roſa	Roſam	Roſæ.
Roſe-mary	Roſa-maria	Roſa-mariam	Roſa-mariæ.

Sabina

S.	*S.*	*S.*	*S.*
SAbina	Sabina	Sabinam	Sabinæ.
Sarah	Sarah	Saram	Saræ.
Saturnia.	Saturnia	Saturniam	Saturniæ.
Scholastica	Scholastica	Scholasticam	Scholasticæ.
Scylla	Scylla	Scyllam	Scyllæ.
Sibill	Sibilla	Sibillam	Sibillæ.
Semiramis	Semiramis	Semiramida	Semiramidæ.
Sophia	Sophia	Sophiam	Sophiæ.
Sophronia	Sophronia	Sophroniam	Sophroniæ.
Sufan	Sufanna	Sufannam	Sufannæ.

T.	*T.*	*T.*	*T.*
TAbitha	Tabitha	Tabitham	Tabithæ.
Tamar	Thamar	Thameram	Thameræ.
Tarpeia	Tarpeia	Tarpeiam	Tarpeiæ.
Temperance	Temperantia	Temperantiam	Temperantiæ.
Theodosia	Theodosia	Theodosiam	Theodosiæ.
Thomasin	Thomasina	Thomasinam	Thomasinæ.
Thisbe	Thisbe	Thisben	Thisbe.
Titania	Titania	Titaniam	Titaniæ.
Tomyris	Tomyris	Tomyrim	Tomyri.

V.	*V.*	*V.*	*V.*
VEnus	Venus	Venerem	Veneri.
Vesta	Vesta	Vestam	Vestæ.
Ursley	Ursula	Ursulam	Ursulæ.

W.	*W.*	*W.*	*W.*
WArburg	Warburga	Warburgam	Warburgæ.
Winifred	Winifrida	Winifridam	Winifridæ.

Z.	*Z.*	*Z.*	*Z.*
ZEnobia	Zenobia	Zenobim	Zenobiæ.

Trades

Trades and Additions, to the Names both of Men and Women, daily happening to be uſed in Bonds, Deeds, or other Latine Writing.

A.

Anchor-maker,	Anchoræ-faber.
Apothecary,	Medicamentarius.
Armorer,	Armifaber.
Attorney,	Attornatus.

B.

Baker,	Piſtor.
Barber,	Tonſor.
Barber-Chyrurgeon	Tonſor Chirurgicus
Bayliff,	Ballivus.
Bellfounder,	Campanarius.
Blackſmith,	Ferrifaber.
Brickmaker, Bricklayer,	Laterarius.
Butcher,	Lanius.
Brewer,	Pandoxator.

C.

Carpenter,	Architectus.
Carryer,	Auriga.
Carver,	Sculptor.
Chandler,	Lucernarius.
Cheeſemonger,	Caſearius.
Chirurgeon,	Chirurgus.
Clockmaker,	Horologicus.
Clothier,	Pannifex.
Clothworker,	Pannitonſor.
Collyer,	Carbonatius.
Combmaker,	Pectinarius.
Confectioner,	Confector.
Cook,	Coquus.
Cooper,	Dolianus.
Copper-Smith,	Ærifaber.
Croſs-Bow-maker,	Baliſtarius.
Currier,	Alutarius.
Cutler,	Cultrarius.
Cordwayner,	Calceolarius.

D.

Draper,	Panniculariuſ.
Diſtill-maker,	Horologicus.
Dice-maker,	Talorum-factor.

F.

Fether-maker,	Plumarius.
Fell-monger,	Pellio.
Fiſh-monger,	Piſcarius.
Flaxdreſſer,	Linipola.
Fletcher,	Sagittifex.
Founder,	Metallicus.
Fruiterer,	Pomarius.
Furrier,	Pellicarius.

G.

Gardner,	Hortulanus.
Glaſier,	Vitriarius.
Glaſsmaker,	Fuſor Vitriarius.
Glover,	Chirothecarius.
Goldſmith,	Aurifaber.
Grocer,	Aromatarius.
Girdler,	Zonarius.
Gunmaker,	Faber Bombardicus.

H.

Haberdaſher, Hatmaker,	Galerius.
Horner,	Cornuarius.
Horſe-courſer,	Hippocomus.
Hoſier,	Caligarius.

I.

Jeweller,	Gemmarius.
Imbroyderer,	Acupictor.
Inn-keeper,	Pandochus.
Iron-monger,	Ferrarius.

Lattener, or Tinman,	Orichalcarius.
Leather-ſeller,	Pellio.
M.	
Malſter,	Hordearius.
Maſon,	Lapidarius.
Meal-man,	Suffaraneus.
Mercer,	Bombycinarius.
Merchant-Taylor,	Mercatorſciſoor.
Millanor.	Minutarius.
N.	
Nayler,	Clavifaber.
O.	
Oyl-man,	Olearius.
P.	
Painter-ſtainer,	Pictor.
Pavior,	Pavior.
Perfumer,	Odorarius.
Pewterer,	Stannarius.
Pinmaker,	Acicularius.
Playſterer,	Gypſator.
Plummer,	Plumbarius.
Potter,	Figulus.
Poulterer,	Pullarius.
R.	
Ropemaker,	Reſtio.
S.	
Sadler,	Ephippiarius.
Salter,	Salarius.
Sawyer,	Serrarius.
Scrivener,	Scriba.
Ship-Carpenter,	Naupegus.
Silk-Dyer,	Tinctor Bombycin.
Silk-weaver,	Sericarius.
Silver-ſmith,	Faber argenteus.
Smith,	Faber.
Spectacle-maker,	Specularius.
Spurrier,	Calcarius.
Stationer,	Bibliopola.
Stone-cutter,	Lapidarius.
T.	
Tallow-Chandler.	Candelarius ſevoſus.
Tanner,	Byrſeus.
Tent-maker,	Scenoſactorius.
Thatcher,	Tector.
Trunk-maker,	Arcarius.
Turner,	Torno.
V.	
Vintner,	Vinitor.
Upholſter,	Tapetiarius.
W.	
Watch-maker,	Horologicus.
Wax-chandler,	Cerarius.
Weaver,	Textor.
Wheelright,	Rotifex.
Wine-cooper,	Doliarius vinarius.
Woodmonger,	Lignator.

The Names of Officers.

Alderman, Attorney,	Aldermannus. Attornatus.
Biſhop,	Epiſcopus.
Chamberlain,	Camerarius.
Chancellor,	Cancellarius.
Church-Warden,	Guardianus Eccleſiæ.
Clerk,	Clericus.
Colonel,	Collonellus.
Captain,	Capitaneus.
Conſtable,	Conſtabularius.
Coroner,	Coronator.
Counſellour,	Conſiliarius.
Cryer,	Præco.
Dean,	Decanus.
Deacon,	Diaconus.
Emperour,	Imperator.
Empreſs,	Imperatrix.
Judge,	Judex.
Juſtice,	Juſticiarius.
Lawyer,	Juriſperitus.
Protonotary,	Protonotarius.
Secondary,	Secondarius.
Sergeant at Law,	Serviens ad Legem.
Sheriff,	Vicecomes.
Steward,	Seneſchallus.
Water-Bayliff.	Ballivus ſuper aquã

Names of Biſhoppricks.

Bath and Wells,	Bath. & Wells.
Briſtol,	Briſtoyenſis.
Bangor,	Bangorenſis.
Canterbury,	Cantuarienſis Archiepiſcopatus.
Cheſter,	Ceſtrenſis.
Chicheſter,	Ciceſtrenſis.
Carliſle,	Carlilenſis.
Durham,	Dunelmenſis.
St. Davids,	Meneuenſis.
Ely,	Elienſis.
Exceſter,	Exonienſis.
Glouceſter,	Gloceſtrenſis.
Hereford,	Herefordienſis.
Lincoln,	Lincolnienſis.
Lichfield, and Coventry,	Lichfieldenſis, & Coventrienſis.
Landaff,	Landavienſis.
Norwich,	Norvicenſis.
Oxford,	Oxonienſis.
Rocheſter,	Roffenſis.
Salisbury,	Salisburienſis.
Wincheſter,	Winceſterenſis.
Worceſter,	Wigornenſis.
York,	Eboracenſis.
St. Aſaph,	Aſaphenſis.

Names of Cities.

Bath,	Civitas	Bathon'.
Briſtol,		Briſtoiæ.
Canterbury,		Cantuariæ.
Chicheſter,		Ciceſtriæ.
Gloceſter,		Gloceſtriæ.
Durham,		Dunelm'.
Hereford,		Hereford'.
London,		Londini.
Lincoln,		Lincolniæ.
Worceſter,		Wigorniæ.
Weſtminſter,		Weſtmonaſter'.
Exeter,		Exoniæ.
Oxford,		Exoniæ.
Cambridge,		Cantabrigiæ.
Cheſter,		Ceſtriæ.
Lancaſter,		Lancaſtriæ.
Leiceſter,		Leiceſtriæ.
Coventry,		Coventriæ.
Northampton,		Northampton'.
York,		Eboraci.

And the like of any other City, Town, or Place whatſoever.

Titles and Additions of Honours.

Duke,	Dux	Ducem	Duci.
Marqueſs,	Marchio	Marchionem	Marchioni.
Earl,	Comes	Comitem	Comiti.
Viſcount,	Vicecomes	Vicecomitem	Vicecomiti.
Knight of the Garter,	Prænobilis ordinis Periſcellidis.		
Knight Baronet,	Miles Baronettus	MilitemBaronettum	Militi Baronetto.
Baronet,	Baronettus	Baronettum	Baronetto.

Knight of the Bath	Miles Balnei	Equitem de Balneo	Equiti de Balneo.
Knight	Miles	Militem	Militi.
Eſquire	Armiger	Armigerum	Armigero.
Gentleman	Generoſus	Generoſum	Generoſo.
Yeoman	Yeoman	Yeoman	Yeoman.
Doctor of Law	Legum Doctor	Legum Doctorem	Legum Doctori.
Doctor of Divinity	Theologiæ Profeſſ.	Profeſſorem	Profeſſori.
Doctor of Phyſick	Medicinæ Doctor	Doctorem	Doctori.
Batchelor of Divinity	Theologiæ Baccalaureus	Baccalaureum	Baccalaureo.
Maſter of Arts	Artium Magiſter	Magiſtrum	Magiſtro.
Batchelor of Arts	Artium Baccalaur.	Baccalaureum	Baccalaureo.
Batchelor of Law	Legum Baccalaureus	Baccalaureum	Baccalaureo.
Parſon	Clericus	Clericum	Clerico.
Merchant	Mercator	Mercatorem	Mercatori.
Dutcheſs	Duciſſa	Duciſſam	Duciſſæ.
Marchioneſs	Marchioniſſa	Marchioniſſam	Marchioniſſæ.
Counteſs	Comitiſſa	Comitiſſam	Comitiſſæ.
Viſcounteſs	Vicecomitiſſa	Vicecomitiſſam	Vicecomitiſſæ.
Baroneſs	Baroniſſa	Baroniſſam	Baroniſſæ.
Lady	Domina	Dominam	Dominæ.
Gentlewoman	Generoſa	Generoſam	Generoſæ.
Widow	Vidua	Viduam	Viduæ.
Spinſter	Spinſter	Spinſter	Spinſter.

The Names of all the Counties of England, *in* Latine *and* Engliſh, *as they are expreſſed in Bonds and Writings.*

Berkſhire,	Berks.	Glouceſterſhire,	Glouceſtriæ.
Bedfordſhire,	Bedfordiæ.	Hampſhire,	Southampton.
Buckinghamſhire,	Bucks.	Hartfordſhire,	Hertfordiæ.
Cambridgeſhire,	Cantabrig.	Herefordſhire,	Herefordiæ.
Cheſhire,	Ceſtriæ.	Huntingtonſhire,	Huntingdoniæ.
Cornwall,	Cornubiæ.	Kent,	Canc.
Cumberland,	Cumbriæ.	Lancaſhire,	Lancaſtr.
Derbyſhire,	Derbiæ.	Leiceſterſhire,	Leiceſtr.
Devonſhire,	Devoniæ.	Lincolnſhire,	Lincoln.
Dorſetſhire,	Dorſet.	Middleſex,	Middleſex.
Durham,	Dunelm.	Northamptonſh.	Northamptoniæ.
Eſſex,	Eſſex.	Nottinghamſhire,	Nottinghamiæ.
		Northumberland,	Northumbriæ.
		Norfolk,	Norfolciæ.

In Comitatu — *In Comitatu*

Oxfordſhire,

Oxfordſhire,	*In Comitatu*	Oxon.
Rutlandſhire,		Rutlandiæ.
Shropſhire,		Salopiæ.
Somerſetſhire,		Somerſet.
Staffordſhire,		Staffordiæ.
Suffolk,		Suffolciæ.
Suſſex,		Suſſexiæ.
Surrey,		Surriæ.
Warwickſhire,		Warwick.
Weſtmerland,		Weſtmerlandi.
Wiltſhire,		Wilton.
Worceſterſhire,		Wigorn.
Yorkſhire,		Eborac.

WALES, WALLIA.

Brecknockſhire,	*In Comitatu*	Brecknock.
Cardiganſhire,		Cardigan.
Carmarthenſhire,		Carmarthen.
Carnarvan,		Carnarvo.
Denbighſhire,		Denbigh.
Flintſhire,		Flint.
Glamorgan.		Glamorgan.
Mountgomery,		Montgomery.
Monmouth,		Monmouth.
Merioneth,		Merioneth.
Pembrokeſhire,		Pembrochiæ.
Radnor,		Radnor.

The Names of the Moneths in Latine *and* Engliſh.

January,	Januarius.
February,	Februarius.
March,	Martius.
April,	Aprilis.
May,	Maius.
June,	Junius.
July,	Julius.
Auguſt,	Auguſtus.
September,	September.
October,	October.
November,	November.
December,	December.

Note,

Note, That in any Writing, when you come to uſe the name of the Month, or the day of the Moneth, on which any Bond or Writing is to be Dated, it muſt be Dated in manner following; That is to ſay, *Viz.*

1	Primo	
2	Secundo	
3	Tertio	
4	Quarto	
5	Quinto	
6	Sexto	
7	Septimo	
8	Octavo	
9	Nono	
10	Decimo	
11	Undecimo	
12	Duodecimo	
13	Decimo tertio	
14	Decimo quarto	
15	Decimo quinto	
16	Decimo ſexto	
17	Decimo ſeptimo	
18	Decimo octavo	
19	Decimo nono	
Dat.		Die.
20	Viceſſimo	Januarii.
21	Viceſſimo primo	Februarii.
22	Viceſſimo ſecundo	Martii.
23	Viceſſimo tertio	Aprilis.
24	Viceſſimo quarto	Maii.
25	Viceſſimo quinto	Junii.
26	Viceſſimo ſexto	Julii.
27	Viceſſimo ſeptimo	Auguſti.
28	Viceſſimo octauo	Septembris.
29	Viceſſimo nono	Octobris.
30	Triceſſimo	Novembris.
31	Triceſſimo primo.	Decembris.

Anno Domini.

Milleſſimo Sexcentiſſimo	
Sexageſimo tertio	
Quarto	Secundo.
Quinto	Tertio.
Sexto	Quarto, &c.
Septimo	Octogeſſimo.
Octavo	Nonageſſimo.
Nono	
Septuageſſimo	Milleſſimo.
Septuageſimo primo	Septingenteſſimo.

The Numbers of Money in Engliſh and Latine, from a farthing to ten thouſand pounds.

A Farthing,	Quadrans.
Two farthings	Duo quadrantes.
Three farthings,	Tres quadrantes.
A penny,	Denarius.
Two pence,	Duo denarii.
Three pence,	Tres denarii.
Four pence,	Quatuor denarii.
Five pence,	Quinq; denarii.
Six pence,	Sex denarii.
Seven pence,	Septem denarii.
Eight pence,	Octo denarii.
Nine pence,	Novem denarii.
Ten pence,	Decem denarii.
Eleven pence,	Undecem denarii.
A ſhilling,	Solidus.
Two ſhillings,	Duo ſolidi.
Three ſhillings,	Tres ſolidi.
Four ſhillings,	Quatuor ſolidi.
Five ſhillings,	Quinq; ſolidi.
Six ſhillings,	Sex ſolidi.
Seven ſhillings,	Septem ſolidi.
Eight ſhillings,	Octo ſolidi.
Nine ſhillings,	Novem ſolidi.
Ten ſhillings,	Decem ſolidi.
Eleven ſhillings,	Undecem ſolidi.
Twelve ſhillings,	Duodecem ſolidi.
Thirteen ſhillings,	Tredecem ſolidi.
Fourteen ſhillings,	Quatuordecem ſoli- [di.
Fifteen ſhillings,	Quindecem ſolidi.
Sixteen ſhillings,	Sedecem ſolidi.
Seventeen ſhillings,	Septendecem ſolidi.
Eighteen ſhillings,	Octodecem ſolidi.
Nineteen ſhillings,	Novendecem ſolidi.
Twenty ſhillings,	Viginti ſolidi.
Thirty ſhillings,	Triginta ſolidi.
Forty ſhillings,	Quadraginta ſolidi.
Fifty ſhillings,	Quinquaginta ſoli.
Three pounds,	Tres libræ.
Four pounds,	Quatuor libræ.
Five pounds,	Quinq; libræ.
Six pounds,	Sex libræ.
Seven pounds,	Septem libræ.
Eight pounds,	Octo libræ.
Nine pounds,	Novem libræ.
Ten pounds,	Decem libræ.
Eleven pounds,	Undecem libræ.
Twelve pounds,	Duodecem libræ.
Thirteen pounds,	Tredecem libræ.
Fourteen pounds,	Quatuordecem libr.
Fifteen pounds,	Quindecem libræ.
Sixteen pounds,	Sedecem libræ.
Seventeen pounds,	Septendecem libræ.
Eighteen pounds,	Octodecem libræ.
Nineteen pounds,	Novendecem libræ.
Twenty pounds,	Viginti libræ.
Thirty pounds,	Triginta libræ.
Forty pounds,	Quadraginta libræ.
Fifty pounds,	Quinquaginta libr.
Sixty pounds,	Sexaginta libræ.
Seventy pounds,	Septuaginta libræ.
Eighty pounds,	Octoginta libræ.
Ninety pounds,	Nonaginta libræ.
One hundr. pounds,	Centum libræ.
Two hundr. pounds,	Ducentæ libræ.
Three hundred [pounds,	Trecentæ libræ.
Four hundr. pounds	Quadringentæ libr.
Five hundr. pounds.	Quingentæ libræ.
Six hundr. pounds,	Sexcentæ libræ.
Seven hundred [pounds,	Septingentæ libræ.
Eight hundr. pounds	Octingentæ libræ.
Nine hundr. pounds	Noningentæ libræ.
One thouſand pou.	Mille librarum.
Two thouſand pou.	Duo mille librarum
Three thouſand (pound,	Tres mille libranm.

Four

Four thouſand (pounds,	Quatuor mille librarum.
Five thouſ. pounds,	Quinq; mille librar.
Six thouſ. pounds,	Sex mille librarum,
Seven thouſand (pounds,	Septem mille librarum,
Eight thouſand (pounds,	Octo mille librarum,
Nine thouſ. pounds,	Novem mille librar.
Ten thouſ. pounds.	Decem mille librar.

Thus may you proceed to put any Sum into Latine: only you are to vary the Caſes according to ſeveral occaſions; as the Obligee is bound to the Obligor, *in duobus tribus, &c. Quadrantibus, Solidis, Denariis & libris, &c.* But when payment of money is mentioned, then the Obligee is to pay to the Obligor, *duos vel tres, &c. quadrantes, denarios ſolidos & libras.* Which Rule obſerved, you cannot write amiſs.

The Names of Weights in Latine and Engliſh, from a ſcruple to an hundred Weight.

A Scruple,	*Scrupulus.*
A dram,	*Drachma.*
A quarter of an (ounce,	*Quarta pars uncia.*
Half an ounce,	*Semiuncia.*
Three quarters of (an ounce,	*Tres partes uncia.*
An ounce,	*Uncia.*
Two ounces,	*Uncia dua.*
Three ounces,	*Tres uncia.*
A quarter of a (pound,	*Quarta pars libra.*
Five ounces,	*Quinq; uncia.*
Six ounces,	*Sex uncia.*
Seven ounces,	*Septem uncia.*
Half a pound,	*Semiſſis.*
Nine ounces,	*Novem uncia.*
Ten ounces,	*Decem uncia.*
Eleven ounces,	*Undecem uncia.*
Three quarters of a (pound,	*Tres partes libra.*
Thirteen ounces,	*Tredecem uncia.*
Fourteen ounces,	*Quatuordecem uncia.*
Fifteen ounces,	*Quindecem uncia.*
A pound,	*Libra: Aſſis, Pondo.*
Two pounds,	*Dua libra, vel Dua (pondo.*
Three pounds,	*Tres libra vel Tre (pondo.*
Four pounds,	*Quatuor libra vel (pondo.*
Five pounds,	*Quinq; libra.*
Six pounds,	*Sex libra.*
Seven pounds,	*Septem libra.*
A ſtone or eight (pounds,	*Octuſſis.*
Nine pounds,	*Novem libra.*
Ten pounds,	*Decem libra.*
Eleven pounds,	*Undecem libra.*
Twelve pounds,	*Duodecem libra.*
Thirteen pounds,	*Tredecem libra.*
Fourteen pounds,	*Quatuordecem libra.*
Fifteen pounds,	*Quindecem libra.*
Two ſtone or ſixteen (pounds,	*Sexdecem libra.*
Seventeen pounds,	*Septendecem libra.*
Eighteen pounds,	*Octodecem libra.*
Nineteen pounds,	*Novendecem libra.*
Twenty pounds,	*Viginti libra.*
Thirty pounds,	*Triginta libra.*
Forty pounds,	*Quadraginta libra.*
Fifty pounds,	*Quinquaginta libra.*
Half a hundred,	*Semicentuſſis.*
Sixty pounds,	*Sexaginta libra.*
Seventy pounds,	*Septuaginta libra.*
Eighty pounds,	*Octoginta libra.*
Ninety pounds,	*Nonaginta libra.*
A hundred pounds,	*Centum pondo.*
A hundred (weight,	*Centuſſis.*

A TABLE,

SHEWING

The Beginning of every King's Reign from the Conqueſt, together with the Year of Chriſt, anſwering to every year of each King's Reign, the Years beginning the 25th of *March*.

William *the Conqueror began his Reign the* 15*th of* Octob. 1066. *and therefore had reigned one year compleat,* Oct. 15. 1067.

An. Reg.	*An. Dom.*
1	1067
2	1068
3	1069
4	1070
5	1071
6	1072
7	1073
8	1074
9	1075
10	1076
11	1077
12	1078
13	1079
14	1080
15	1081
16	1082
17	1083
18	1084
19	1085
20	1086

10 *Months*, 21 *Dayes*.

His reign ended the 9*th of* Septemb. 1087.

William Rufus *began his Reign* Septemb. *the* 9*th* 1087.

An. Reg.	*An. Dom.*
1	1088
2	1089
3	1090
4	1091
5	1092
6	1093
7	1094
8	1095
9	1096
10	1097
11	1098
12	1099

11 *Months*, 18 *Dayes*.

Hen. 1. Aug. 1. 1100.

An. Reg.	*An. Dom.*
1	1101
2	1102
3	1103
4	1104
5	1105
6	1106
7	1107
8	1108
9	1109
10	1110
11	1111
12	1112
13	1113
14	1114
15	1115
16	1116
17	1117
18	1118
19	1119
20	1120
21	1121
22	1122
23	1123
24	1124
25	1125
26	1126
27	1127
28	1128
29	1129
30	1130
31	1131
32	1132
33	1133
34	1134
35	1135

4 *Months*, 12 *Dayes*.

Steph. *Decemb.* 2. 1135.

An. Reg.	*An. Dom.*
1	1136
2	1137
3	1138

4	1139
5	1140
6	1141
7	1142
8	1143
9	1144
10	1145
11	1146
12	1147
13	1148
14	1149
15	1150
16	1151
17	1152
18	1153

11 *Months*, 20 *Dayes*.

Hen. 2. Oct. 25. 1154.

An. Reg.	*An. Dom.*
1	1155
2	1156
3	1557
4	1158
5	1159
6	1160
7	1161
8	1162
9	1163
10	1164
11	1165
12	1166
13	1167
14	1168
15	1169
16	1170
17	1171
18	1172
19	1173
20	1174
21	1175
22	1176
23	1177
24	1178
25	1179
26	1180
27	1181
28	1182
29	1183
30	1184
31	1185
32	1186
33	1187
34	1188

9 *Months*, 5 *Days*.

R. 1. July 9. 1189.

An. Reg.	*An. Dom.*
1	1190
2	1191
3	1192
4	1193
5	1194
6	1195
7	1196
8	1197
9	1198

9 *Months*, 19 *Dayes*.

John, April 6. 1199.

An. Reg.	*An. Dom.*
1	1200
2	1201
3	1202
4	1203
5	1204
6	1205
7	1206
8	1207
9	1208
10	1209
11	1210
12	1211
13	1212
14	1213
15	1214
16	1215
17	1216

7 *Months*, 0 *Dayes*.

Hen. 3. Oct. 19. 1216.

An. Reg.	*An. Dom.*
1	1217
2	1218
3	1219
4	1220
5	1221
6	1222
7	1223
8	1224
9	1225
10	1226
11	1227
12	1228
13	1229
14	1230
15	1231
16	1232
17	1233
18	1234
19	1235
20	1236
21	1237
22	1238
23	1239
24	1240
25	1241
26	1242
27	1243
28	1244
29	1245
30	1246
31	1247
32	1248
33	1249
34	1250
35	1251
36	1252
37	1253
38	1254
39	1255
40	1256
41	1257
42	1258
43	1259
44	1260
45	1261
46	1262
47	1263
48	1264
49	1265
50	1266

51	1267
52	1268
53	1269
54	1270
55	1271
56	1272

1 *Month*, 0 *Dayes.*

Edw.1.Nov.16.1272.

An.Reg.	*An.Dom.*
1	1273
2	1274
3	1275
4	1276
5	1277
6	1278
7	1279
8	1280
9	1281
10	1282
11	1283
12	1284
13	1285
14	1286
15	1287
16	1288
17	1289
18	1290
19	1291
20	1292
21	1293
22	1294
23	1295
24	1296
25	1297
26	1298
27	1299
28	1300
29	1301
30	1302
31	1303
32	1304
33	1305
34	1306

8 *Months*, 9 *Dayes.*

Edw.2.July 7. 1307.

An Reg.	*An.Dom.*
1	1308
2	1309
3	1310
4	1311
5	1312
6	1313
7	1314
8	1315
9	1316
10	1317
11	1318
12	1319
13	1320
14	1321
15	1322
16	1323
17	1324
18	1325
19	1326

7 *Months*, 9 *Dayes.*

Edw.3.Jan.25. 1326.

An.Reg.	*An. Dom.*
1	1327
2	1328
3	1329
4	1330
5	1331
6	1332
7	1333
8	1334
9	1335
10	1336
11	1337
12	1338
13	1339
14	1340
15	1341
16	1342
17	1343
18	1344
19	1345
20	1346
21	1347
22	1348
23	1349
24	1350
25	1351
26	1352
27	1353
28	1354
29	1355
30	1356
31	1357
32	1358
33	1359
34	1360
35	1361
36	1362
37	1363
38	1364
39	1365
40	1366
41	1367
42	1368
43	1369
44	1370
45	1371
46	1372
47	1373
48	1374
49	1375
50	1376

5 *Months*,7 *Days.*

Ri.2.June 21. 1377.

An.Reg.	*An.Dom.*
1	1378
2	1379
3	1380
4	1381
5	1382
6	1383
7	1384
8	1385
9	1386
10	1387
11	1388
12	1389
13	1390
14	1391
15	1392

16	1393
17	1394
18	1395
19	1396
20	1397
21	1398
22	1399

3 *Months*, 14 *Dayes*.

H. 4. Sept. 29. 1399.

An. Reg.	*An. Dom.*
1	1400
2	1401
3	1402
4	1403
5	1404
6	1405
7	1406
8	1407
9	1408
10	1409
11	1410
12	1411
13	1412

6 *Months*, 3 *Days*.

H. 5. Mar. 10. 1412.

An. Reg.	*An. Dom.*
1	1413
2	1414
3	1415
4	1416
5	1417
6	1418
7	1419
8	1420
9	1421

5 *Months*, 24 *Dayes*.

Hen. 6. Aug. 31. 1422.

An. Reg.	*An. Dom.*
1	1423
2	1424
3	1425
4	1426
5	1427
6	1428
7	1429
8	1430
9	1431
10	1432
11	1433
12	1434
13	1435
14	1436
15	1437
16	1438
17	1439
18	1440
19	1441
20	1442
21	1443
22	1444
23	1445
24	1446
25	1447
26	1448
27	1449
28	1450
29	1451
30	1452
31	1453
32	1454
33	1455
34	1456
35	1457
36	1458
37	1459
38	1460

6 *Months*, 16 *Dayes*.

Edw. 4. March 4. 1460.

An. Reg.	*An. Dom.*
1	1461
2	1462
3	1463
4	1464
5	1465
6	1466
7	1467
8	1468
9	1469
10	1470
11	1471
12	1472
13	1473
14	1474
15	1475
16	1476
17	1477
18	1478
19	1479
20	1480
21	1481
22	1482

1 *Month*, 8 *Dayes*.

R. 3. June 22. 1483.

An. Reg.	*An. Dom.*
1	1484
2	1485

2 *Months*, 5 *Dayes*.

Hen. 7. Aug. 22. 1485.

An. Reg.	*An. Dom.*
1	1486
2	1487
3	1488
4	1489
5	1490
6	1491
7	1492
8	1493
9	1494
10	1495
11	1496
12	1497
13	1498
14	1499
15	1500
16	1501
17	1502
18	1503
19	1504
20	1505
21	1506
22	1507
23	1508

8 *Months*, 19 *Dayes*.

H. 8. April 22. 1509

An. Reg.	An. Dom.
1	1510
2	1511
3	1512
4	1513
5	1514
6	1515
7	1516
8	1517
9	1518
10	1519
11	1520
12	1521
13	1522
14	1523
15	1524
16	1525
17	1526
18	1527
19	1528
20	1529
21	1530
22	1531
23	1532
24	1533
25	1534
26	1535
27	1536
28	1537
29	1538
30	1539
31	1540
32	1541
33	1542
34	1543
35	1544
36	1545
37	1546

10 *Months*, 1 *Day*.

Edw. 6. Jan. 28. 1546.

An. Reg.	An. Dom.
1	1547
2	1548
3	1549
4	1550
5	1551
6	1552

5 *Months*, 19 *Dayes*.

Mary, Jul. 6. 1553.

An. Reg.	An. Dom.
1	1554
2	1555
3	1556
4	1557
5	1558

4 *Months*, 22 *Dayes*.

Eliz. Nov. 17. 1558.

An. Reg.	An. Dom.
1	1559
2	1560
3	1561
4	1562
5	1563
6	1564
7	1565
8	1566
9	1567
10	1568
11	1569
12	1570
13	1571
14	1572
15	1573
16	1574
17	1575
18	1576
19	1577
20	1578
21	1579
22	1580
23	1581
24	1582
25	1583
26	1584
27	1585
28	1586
29	1587
30	1588
31	1589
32	1590
33	1591
34	1592
35	1593
36	1594
37	1595
38	1596
39	1597
40	1598
41	1599
42	1600
43	1601
44	1602

4 *Months*, 15 *Dayes*.

Jac. Mar. 24. 1602.

An. Reg.	An. Dom.
1	1603
2	1604
3	1605
4	1606
5	1607
6	1608
7	1609
8	1610
9	1611
10	1612
11	1613
12	1614
13	1615
14	1616
15	1617
16	

16	1618
17	1619
18	1620
19	1621
20	1622
21	1623
22	1624

0 *Months*, 3 *Dayes*.

Carol. 1. Mar. 27. 1625.

An. Reg.	*An. Dom.*
1	1625
2	1626
3	1627
4	1628
5	1629
6	1630
7	1631
8	1632
9	1633
10	1634
11	1633
12	1636
13	1637
14	1638
15	1639
16	1640
17	1641
18	1642
19	1643
20	1644
21	1645
22	1646
23	1647
24	1648

King *Charles* the First, died the 30th of *Jan.* 1648. having Reigned 11 Months above 23 Years, according to 28 dayes *per mensem*.

King CHARLES the Second began his Reign the 30th of *January*, 1648. On which day the Regicides Murthered his Father of Blessed Memory. So that the first Year of his Reign is 1649. current.

An. Reg.	*An. Dom.*
1	1649
2	1650
3	1651
4	1652
5	1653
6	1654
7	1655
8	1656
9	1657
10	1658
11	1659
12	1660
13	1661
14	1662
15	1663
16	1664
17	1665
18	1666
19	1667
20	1668
21.	1669
22	1670
23	1671

Let his Enemies be clothed with shame, but upon him let his Crown flourish.

The

The ſeveral Parts of the Bodies of Men, Women, Children, Beaſts, Birds, Trees, Plants, Hearbs: As alſo, of Houſes, and the parts thereof; and the ſeveral ſorts of Goods, Vtenſils, Materials, and Implements of Houſhold. Likewiſe of Husbandry and Gardening; with the Tools and Materials uſed, and to be uſed therein, both in Latine *and* Engliſh. *The like whereof hath never been done before, and will be much for the eaſe and benefit of the Attorney and Clerk, in the drawing his Declarations, by uſing therein fit and apt Words; the want whereof, is many times cauſe of Error.*

A Creature,	Creatura.
A living Creature,	Animal.
A Rational Creature,	Animal rationale.
A Senſitive Creature,	Animal ſenſitivum.
A Vegetative creature,	Animal Vegetativum.
An Angel,	Angelus.
A Spirit,	Spiritus.
A Man,	Homo, Vir.
A Woman,	Mulier, Fæmina.
An Infant,	Infans.
A Boy,	Puer.
A Girle,	Puella.
A Youth,	Adoleſcens.
A Young man,	Juvenis.
An Old man,	Senex.
An Old Woman,	Anus, Vitula.
A Giant,	Gigas.
A Dwarf,	Nanus.

The Parts of the Body.	*Partes Corporis.*
The Body,	Corpus.
The Soul,	Anima.
The Life,	Vita.
The Mind,	Mens, Animus.
A Member,	Membrum.
The Skin,	Cutis.
The Fleſh,	Caro.
The Fat,	Pinguedo.
Leanneſs,	Macies.
A Bone,	Os, oſſis.
The Marrow,	Medulla.
A Vein,	Vena.
An Artery,	Arteria.
A Sinew,	Nervus.
The Pores,	Meatus, Porus.
A Muſcle,	Muſculus.
The Head,	Caput.
The Forepart of the Head,	Sinciput.
The Hinder part of the Head,	Occiput.
The Crown of the Head,	Vertex.
The Hair,	Capillus, crinis.
A Buſh of Hair,	Coma.
Curled Hair,	Cincinnus.
Hair of the Body,	Pilus.
The Temples,	Tempora.
An Ear,	Auris.

The Fore-head,	Frons.
The Eye-brow,	Supercilium.
The space between the Eye-brows,	Intercilium.
An Eye-Lid,	Palpebra.
The Hairs of the Eye-Lid,	Cilia.
An Eye,	Oculus.
The apple of the Eye,	Pupilla.
The Corner of the Eye,	Hirquus.
The White of the Eye,	Albugo.
The Nose,	Nasus.
The Nostrils,	Nares.
The Snot,	Pus, Mucus.
A Cheek,	Gena, Bucca,
The Face,	Facies.
The Countenance,	Vultus.
A Beard,	Barba.
A Lip,	Labium.
The Mouth,	Os, oris.
The Jaw,	Maxilla, Rictus.
The Breath,	Spiritus,
Short Breath,	Anhelitus, suspiratio
The Gums,	Gingiva.
A Tooth,	Dens.
The Fore-teeth,	Incisores.
The Jaw-teeth,	Molares.
A Row of teeth,	Vallum.
The Tongue,	Lingua.
The Spittle,	Saliva.
The Throat,	Guttur.
The Chin,	Mentum.
The Neck,	Collum.
A Shoulder,	Humerus.
The Shoulder-Blade,	Scapula.
An arm,	Brachium.
The arm-hole,	Axilla.
The Elbow,	Cubitus.
The Wrist,	Carpus.
The Hand,	Manus.
The hallow of the Hand,	Vola.
The Back of the Hand,	Metacarpium.
The Palm of the Hand,	Palma.
A Span,	Palmus.
The Fist,	Pugnus.
A Joynt,	Articulus.
A Knuckle,	Condylus.
A thumb,	Pollex.
A Finger,	Digitus.
The Fore-finger,	Index.
The Middle Finger,	Verpus.
The Fourth Finger,	Annularis.
The little finger,	Auricularis.
A Nail,	Unguis.
Skin growing over the Nail,	Reduvia.
The right Hand,	Dextra.
The left hand,	Sinistra.
The Breast,	Pectus.
A Pap or Dug,	Mamma, Mammilla.
The Nipple,	Papilla.
A Bosome,	Sinus.
A Side,	Latus.
A Rib,	Costa.
The Back,	Dorsum, Tergum.
The Back-Bone,	Spina.
A Loyn,	Lumbus.
The Belly,	Venter.
The Navel,	Umbilicus.
The Huckle-bone,	Coxa.
The Hip,	Coxendix.
The Buttock,	Nates.
A Thigh,	Femur, Tibia.
The Ham,	Poples.
A Knee,	Genu.
A Leg,	Crus.
The Calf of the Leg,	Sura.
The Shin,	Cnema.
The Ankle,	Malleolus.
A Foot,	Pes.
A Toe,	Digitus Pedis.
The great Toe,	Hallux.

The Heel,	Calx.
The sole of the foot	Planta.
The hollowness of the Foot,	Subtal.
The Brain,	Cerebrum.
The Gullet,	Gula.
The Mouth of the Stomach,	Stomachus.
The Stomach,	Ventriculus.
The Heart,	Cor.
The Lungs,	Pulmo.
The Liver,	Jecur.
Blood,	Sanguis.
Blood spilled,	Cruor.
Flegme,	Flegma, Pituita.
Cholar,	Bilis Flava, Cholera
Melancholy,	Bilis Atra, Melancholia.
A Kidney,	Ren.
The Spleen,	Splen.
The Gall,	Fel.
The Midriff,	Diaphragma.
The Caul,	Omentum.
The Entrails,	Inteſtina.
The Bowels,	Viſcera.
The small Guts,	Lactes, Meſenteria.
The Bladder	Veſica.
The Urine,	Urina.

Accidents of the Body.	*Accidentia Corporis.*
Bald,	Calvus.
One-ey'd,	Luſtus Monopthalmus.
Bleer-Ey'd,	Lippus.
Blind,	Cæcus.
Squint-ey'd,	Strabo.
Pur-blind,	Myops.
Deaf,	Surdus.
Stammering,	Balbus, Hæſitans.
Liſping,	Blæſus.
Toothleſs,	Edentulus.
Long-tongu'd,	Linguax.
Dumb,	Mutus.
Talkative,	Garrulus.
Great-bellyed,	Ventriculoſus.
Joult-head,	Capito.
Great-noſed,	Naſo.
Blubber-lipp'd,	Labeo.
A Wart,	Verjuca.
A Wen,	Struma.
A Blemiſh or Mole,	Nævus.
A Freckle,	Lentigo.
Scurfe,	Porrigo.
A Tetter,	Impetigo.
Lame,	Claudus.
Crump-footed,	Loripes.
Splay-footed,	Valgus.
Belching.	Ructus.
The Hickup,	Singultus.
Sneezing,	Sternutatio.
A Diſeaſe,	Morbus.
A Phyſitian,	Medicus.
Phyſick,	Medicina.
A {Vomit, Purge, Glyſter,	Vomitus. Purgamen. Clyſter.
Letting of Blood,	Phlebotomia.
A Chyrurgeon,	Chirurgus.
An Apothecary,	Pharmacopola
Paleneſs,	Pallor.
Numbneſs,	Torpor.
Drowſineſs,	Veturnus.
Pain,	Dolor.
Amazedneſs,	Stupor.
Itching,	Pruritus.
Bed-rid,	Clinicus.
A Feaver or Ague,	Febris.
Head-ach,	Cephalalgia.
The Megrim,	Hemicrania.
A Cough,	Tuſſis.
Hoarſeneſs,	Raucedo.
Dotage,	Delirium.
Madneſs,	Inſania.
Tooth-ach,	Odontalgia.
Rheum,	Rheuma.
The Squinancy,	Angina.
Swooning,	Leypothymia.
Fainting,	Languor.
Bloody Flux,	Dyſenteria.
Coſtiveneſs,	Tenaſmus.

The Stone,	Calculus.
The Pluriſie,	Pleuritis.
The Jaundice,	Icterus.
A Swelling,	Tumor.
The Gout,	Podagra.
The Dropſie,	Hydrops.
Conſumption,	Phthiſis. Tabes.
The Falling-ſickneſs,	Epilepſia.
The Cramp,	Spaſmus.
The Palſie,	Paralyſis.
The Scurvy,	Scorbutum.
The Plague,	Peſtis, Peſtilentia.
A Fit,	Paroxyſmus.
An Impoſtume,	Apoſtema.
Coze-blood,	Sanies.
The Canker,	Carcinoma.
The French Pox,	Lues Venerea.
The Wolf,	Herpes.
A Gangzene,	Gangræna.
The Lepzoſie,	Lepra.
The Small Pox,	Variolæ.
The Meaſils,	Morbilli.
Pimples,	Puſtulæ.
Wheals,	Papulæ.
A Scab,	Scabies.
A Scar,	Cicatrix.
Hard Skin,	Callus.
A Blow,	Plaga.
A Stroke,	Ictus.
The Sight,	Viſus.
The Hearing,	Auditus.
The Smell,	Olfactus, Odoratus
The Taſt,	Guſtus.
The Touch,	Tactus.

Colour.	*Color.*
White,	Albus.
Black,	Niger.
Brown,	Fuſcus.
Blew,	Cerulæus.
Gray,	Cæſius.
Green,	Viridis.
Red,	Rubor.
Yellow,	Luteus.
Party-colour'd,	Diſcolor.
Ill-colour'd,	Decolor.
A Stink,	Fætor.
A ſweet ſmell,	Fragrantia. Odor.
The ſmel of Meat,	Nidor.
A ſound,	Sonus.
A Reliſh,	Sapor.
Laughter,	Riſus.
Weeping,	Fletus.
A Sigh,	Suſpirium.
Whiſpering,	Suſurrus.
The Fancy,	Phantaſia.
The Memory,	Memoria.
Forgetfulneſs,	Oblivio.
Sleep,	Somnus.
Watching,	Vigilia.
A Dream,	Inſomnium.
Snoring,	Rhoncus.
Apparel,	Veſtitus.
A Garment,	Veſtis.
Cloth,	Pannus.
Linnen,	Linteum.
Silk,	Sericum.
Thzeed,	Filum.
Flax,	Linum.
Canvas,	Cannabum.
Fuſtian,	Xylinum.
Sack-cloth,	Saccus.
An Hat,	Galerus.
A Cap,	Pileus.
A Perriwig,	Galericulum Crinitum.
An Hatband,	Spira,
A Coif,	Capital.
A Croſs-cloth,	Plagula;
An Hairlace,	Vitta.
A Fan,	Flabellum.
A Bonegrace,	Umbrella.
An Hood,	Peplum.
An Ear-Ring,	Inauris.
A Neck-Jewel,	Monile.
A Chain,	Torques.
A Bzacelet,	Armilla.
A Spangle,	Bractea.

A Neckcloth,	Strophyum.
Band,	Collare.
Shirt or Smock,	Induſium.
Mastcoat,	Subucula,
Stomacher,	Pectorale.
Doublet,	Diplois.
Sleeve,	Manica.
Jacket.	Tunicula.
Pair of Breeches,	Femoralia.
Point,	Ligula.
Girdle,	Cingulum, Zona.
Skirt,	Fimbria.
Gown,	Toga.
Tallock,	Sagum.
A Cloak,	Pallium.
Short Cloak,	Chlamys.
Coat,	Tunica.
Riding-coat,	Lacerna.
An Apron,	Præcinctorium.
Loose Gown,	Stola.
Glove,	Chirotheca.
Stockings,	Tibialia.
Garter,	Faſcia.
Shoe,	Calceus.
Shoe-latchet,	Corrigia.
Boot,	Ocrea.
Spur,	Calcar.
Slipper,	Crepida.
Sole,	Solea.
Buskin,	Cothurnus.
Socks,	Socci.
Meat,	Cibus.
A Caterer,	Opſonator.
Food,	Opſonium.
A Table,	Menſa.
Table-cloth,	Mappa.
Napkin or Towel,	Mantelium.
Trencher,	Quadra.
Salt-ſellar,	Salinum.
Little Salt-ſellar,	Salillum.
Salt,	Sal.

Bread,	Panis.
A Loaf,	Collyra.
A Morſel,	Buccea.
Cruſt,	Cruſta.
The Crumb,	Medulla.
A Bread basket,	Caniſtrum.
Knife,	Culter.
Carver,	Cibicida.
Meſſe,	Ferculum,
Dish,	Diſcus.
Pottinger,	Catillus.
Spoon,	Cochleare.
Pottage,	Jus, jutis, juſculum.
Water-gruel,	Pulmentum.
Milk,	Lac.
Cream,	Flos Lactis.
A Syllibub,	Oxygala.
Butter,	Butyrum.
Cheeſe,	Caſeus.
Fleſh,	Caro.
Beef, Veal, Mutton, Lamb, Pork, Venison,	Caro: Bubula. Vitulina. Ovina. Angina. Porcina. Ferina.
Bacon,	Lardum.
Roaſt, Boyled, Baked, Broyled, Fryed, Stewed, Carbonado'd, Minced Meat,	Caro: Aſſa. Elixa. Coctilis. Toſta. Frixa. Jurulenta. Carbonella. Minutal.
A Pudding,	Fartum.
A Bag-pudding,	Maſſula.
A Gut-pudding,	Farcimen.
A Liver-pudding,	Tomaculum.
A pudding-maker,	Fartor.
Pudding meat,	Pulpa.
A Sawſedge,	Lucarica.
A Chitterling,	Hilla.

A black Pudding,	Apexabo.
A Cake,	Placenta.
Fine Flower,	Pollen.
Unleavened bread,	Azymus.
Leavened bread,	Fermentatus.
Manchet,	Similaceus,
Houshold bread,	Cibarius.
Bisket,	Biscoctus.
A Wafer,	Crustulum.
A Bun or Symnel,	Collyra.
A Fritter,	Laganum.
A Pancake,	Artolaganum.
A Tart,	Scriblita.
A Custard,	Artogala.
A Flesppye,	Artocrea.
An applepye,	Artomelum.
A Gammon of Bacon,	Petaso.
A Flitch of Bacon,	Succidia.
Sewet,	Sebum.
A Sallet,	Acetarium.
Vinegar,	Acetum.
Oyl,	Oleum.
An Olive,	Oliva.
A Caper,	Capparis.
Sawce,	Intinctus.
Sweetmeats,	Bellaria.
Breakfast,	Jentaculum.
Dinner,	Prandium.
Supper,	Cæna.
A Feast,	Convivium, Festum
A meli-Feast,	Parasitus.
An Entertainer,	Convivator.
A Guest,	Conviva.
A Bason,	Pelvis.
An Ewer,	Aqualis.
A Towel,	Mantile.
A Toothpicker,	Dentiscalpium.

Drink,	Potus.
Wine	Vinum,
New Wine,	Mustum.
Dead Wine.	Vappa.
Wormwood wine,	Absynthites.
Metheglin,	Mulsum.
Syder,	Melites.
Perry,	Apites.
Beer or Ale,	Cerevisia.
Hopps,	Lupulus.
Malt,	Brasium.
A Brewer,	Cervitiarius. Pandoxator.
Dregs.	Fœces.
A Pot,	Poculum.
A Flagon,	Lagena.
A Beaker,	Crater.
A Bowl,	Cyathus.
A Jug,	Cantharus.
A Bottle,	Ampulla.
A Chalice, or Cup.	Calix.
A Pot with two ears.	Diota.
A Glasse,	Poculum, Vitreum.
A Cup-Bearer.	Pincerna.
A Draught.	Haustus.

The Understanding.	Intellectus.
The reason,	Ratio.
Knowledge,	Scientia.
Ignorance,	Ignorantia.
Faith,	Fides.
Prudence,	Prudentia.
Wisdom,	Sapientia.
Art,	Ars.
Opinion.	Opinio.
Judgment,	Judicium.
Mistaking,	Error.
Suspition,	Suspitio.
Doubting,	Dubitatio.
Admiration,	Admiratio.
The Will,	Voluntas.
Love,	Amor.
Hatred,	Odium.
Desire,	Desiderium.

Loathing,

Loathing,	Fuga.
Joy,	Lætitia. Gaudium.
Sadness,	Tristitia. Dolor.
Fear,	Timor.
Boldness,	Audacia.
Trust,	Fiducia.
Hope,	Spes.
Despair,	Desperatio.
Anger,	Ira.
Pleasure,	Voluptas.
Shame,	Pudor.
Mercy,	Misericordia.
Envy.	Invidia.
Wedlock,	Conjugium.
Marriage,	Matrimonium.
Espousals,	Sponsalia.
An Husband,	Maritus.
Wife,	Uxor.
Batchelor,	Cælebs.
Bride-groom,	Sponsus.
Bride,	Sponsa.
Bride-man,	Pronubus.
Bride-maid,	Pronuba.
Wooer,	Procus.
A Portion,	Dos.
Bride-chamb.	Thalamus.
Widower,	Viduus.
Widow,	Vidua.
Father,	Pater.
Mother,	Mater
Son,	Filius.
Daughter,	Filia.
Children,	Liberi.
Twins,	Gimelli.
Brother,	Frater.
Sister,	Soror.
Father in law,	Socer.
Mother in Law,	Socrus.
A Son in Law,	Gener.
Daughter in Law,	Nurus.
Brother in Law,	Levir.
Sister in law,	Glos.
Step-Father,	Vitricus.
Step-Mother,	Noverca.
Step-Son,	Privignus.
Step-Daughter.	Privigna.
Grandfather,	Avus.
Grandmother	Avia.
Great Grandfather,	Proavus.
Great Grandmother,	Proavia.
A Great Grandfathers Father,	Abavus.
Great Grandfathers Mother,	Abavia.
Great great Grand-fathers Father.	Atavus.
Great great Grandf. Fathers Father,	Tritavus
An Uncle by the Father.	Patrus.
An Aunt by the Father,	Amita.
An Uncle by the Mother,	Avunculus.
An Aunt by the Mother,	Matertera.
Cousin German by the Father,	Patruelis.
Cousin German by the Mother,	Consobrinus.
A An Husbands Brother,	Levir.
Nephews son,	Pronepos.
Nephews Nephew,	Abnepos.
Brothers wife	Fratrina.
Nephew,	Nepos.
Niece,	Neptio.
Kindred by the Father,	Agnatis.

Kindred

Kindred by the Mother,	Cognatio.
Kindred by Marriage,	Affinitas.
A Genealogy,	Genealogia.
Anceſtors,	Majores.
Poſterity,	Minores, Poſteritas.
An Heir,	Hæres.
A Joynt-heir,	Cohæres.
An Inheritance,	Hereditas.
An Orphan,	Orphanus.
A Baſtard,	Spurius.
A House,	Domus.
A Building,	Ædificium.
A Palace,	Palatium.
A Cottage,	Caſa.
A Stone,	Lapis.
A Brick,	Later.
Chalk or Lime,	Calx.
Morter,	Lutum.
Rubbiſh,	Rudus.
A Foundation,	Fundamentum.
A Wall,	Paries.
A Corner,	Angulus.
A Porch,	Veſtibulum.
A Pent-houſe,	Compluvium.
A Gate,	Janua.
A Door,	Oſtium.
A Knocker,	Marculus.
A Latch,	Vectis.
A Bar,	Repagulum.
A Chink,	Rima.
A Foredoor,	Anticum.
A Backdoor,	Poſticum.
A Lock,	Sera.
A Key,	Clavis.
A Bar,	Peſſulus.
A Hinge,	Cardo.
A Threſhold,	Limen.
Folding-doors,	Valvæ.
A Wicket,	Oſtiolum.
A Poſt,	Poſtis.
The Lintel,	Super-liminare.
A Bolt,	Obex.
Glaſſe,	Vitrum.
A Window,	Feneſtra.
A Caſement,	Tranſenna.
A Lattice,	Cancelli.
The Eaves,	Fanigium.
The Ridge,	Suggrundium.
A Tower,	Turris.
An Arch,	Fornix.
A Prop,	Tibicen.
The Roof,	Tectum.
The inner Roof,	Laquear.
A Slate,	Scandula.
A Tile,	Tegula.
A Gutter tile,	Imbrex.
A Beam,	Trabs.
A Rafter,	Tignum.
A Board,	Aſſer.
A Lath,	Aſſerculus.
A Pillar,	Columna.
A Pavement,	Pavimentum.
An Inner-room,	Penetrale.
A Room,	Contignatio.
A Hall,	Aula.
A Parlor,	Conclave.
A Kitchen,	Culina, Coquina.
A Bake-houſe,	Piſtrinum.
A Larder,	Promptuarium.
A Cellar,	Cella.
A Dining-room,	Pranſorium.
A Chamber,	Cubiculum.
Stayres,	Scalæ, Gradus.
A Cloſet,	Conclave.
A Study,	Muſæum.
A Library,	Bibliotheca.
A Scaffold,	Pegma.
An Inne,	Diverſorium.
A Tavern,	Oenopolium, Taberna.
A Victualling-houſe,	Caupona.
A Spittle,	Hoſpitium.
A Work-houſe,	Officina.
A Ware-houſe,	Receptaculum.
A Gallery,	Pergula.
A Garret,	Cœnaculum.
A Seiling,	Concameratio.
A Balcony,	Porticus.

Houſhold-

Houshold-stuff,		Supellex.
Utensils,		Utensilia.
Furniture,		Apparatus.
A	Chair,	Cathedra.
	Stool,	Sella.
	Bench,	Scamnum.
	Foot-stool,	Scabellum.
	Seat,	Sedes.
	Cushion,	Pulvinus.
A Table,		Mensa.
The frame of a Table,		Fulcrum.
	Carpet,	Gausape.
	Cupboard,	Abacus.
	Cupboard-Cloth,	Tapes.
	Chest,	Arca.
	Coffer,	Cista.
	Desk,	Pluteus.
	Trunk,	Riscus.
	Box,	Pixis.
	Cabinet,	Capsula.
	Press for Clothes,	Vestiarium.
	Case,	Theca.
	Basket,	Corbis.
	Hand-basket,	Calathus.
	Flasket,	Qualus.
A	Vessel,	Vas.
	Washing-tub,	Labrum.
	Butt,	Orca.
	Hamper,	Quasillus.
	Panner,	Canistrum.
	Hogshead,	Dolium.
	Pipe,	Cadus.
	Barrel,	Amphora.
	Rundlet,	Orcula.
	Tap,	Fistula.
	Bunghole,	Orificium.
	Lid or Cover,	Operculum.
	Spigot,	Siphon.
	Piercer,	Terebra.
	Cork,	Suber.
	Chimney,	Caminus.
Soot,		Fuligo.

An Andiron,		Andela.
A	Grate,	Crates.
	Rack,	Crateuterium.
	Spit,	Veru.
A Dripping-pan,		Deguttorium.
Dripping,		Liquamen.
A Dresser,		Mensa Coquinaria.
An Oven,		Furnus.
A	Furnace,	Fornax.
	Cauldron,	Ahenum.
	Kettle,	Lebes.
	Skillet,	Cacabus.
	Chasingdish,	Authepsa.
The bottom of a Pot.		Fundus.
	Frying-pan,	Sartago.
	Fleshhook,	Fuscinula.
	Ladle,	Spatha.
	Grater,	Radula.
	Tosting-Iron,	Artopia.
	Strayner,	Colum.
	Cullender,	Cribrum.
	Morter,	Mortarium.
	Pestle,	Pistillum.
	Sponge,	Spongia.
	Dishclout,	Peniculus.
A	Besome or Broom,	Scopa.
	Kneeding-Trough,	Mictra.
	Pot,	Olla.
	Pipkin,	Ollula.
	Trivet,	Tripos.
	Gridiron,	Craticula.
	Firshovel,	Batillum.
	pair of Tongs	Forceps.
	pair of Bellows,	Follis.
	Tinderbox,	Ignitabulum.
	Match,	Sulphuratum.
Tinder,		Fomes.
A Bed,		Lectus.
The Beds side,		Sponda.
The Beds feet,		Clinopodium.
The Beds head,		Pluteus.
A Rugg,		Gausape.

A Cradle,

A Cradle, Cunæ.
Tapeſtry, Tapes.
Hangings, Periſtromata.
A { Canopy, Canopeum,
Mat, Storea.
Sheet, Lodix.
Blanket, Stragulum.
Coverlet, Teges.
Pillow, Pulvinar.
Bouſter, Cervical.
Bed-Tick, Culcitra.
Pallet, Grabbatus.
Curtain, Cortina.
Chamber-pot, Matula.
Cloſe-ſtool, Laſanum.
Privy, Forica.
Candle, Lucerna. Candela.
The Wyke of the Candle, Ellychnium.
The Snuff, Fungus.
The Snuffers, Emunctorium.
The Extinguiſher, Extinctorium.
A { Wax Taper, Cereus.
Torch, Fax.
Lamp, Lampas.
Diſtaff, Colus.
Spindle, Fuſus.
Wheel, Verticillus. Rota.
Reel, Rhombus,
pair of Sheers, Forfex.
Comb, Pecten.
Bodkin for the Hair, Acus crinalis.
curling-Iron, Calamiſtrum.
Looking-glaſs Speculum.
Spectacles, Conſpicillum.
A { Thimble, Digitale.
Needle, Acus.
Needels eye Foramen.
Pin, Acicula.

A School, Schola.
A Schoolmaſter, Ludimagiſter. Archididaſcalus.

An Uſher, Subpræceptor. Hypodidaſcalus.
A Scholar, Diſcipulus.
A School-fellow, Condiſcipulus.
The Maſters Chair, Cathedra.
A Form, Claſſis.
A Seat. Subſellium. (dio.
Teaching, Inſtitutio. Inſtru-
Learning, Diſciplina. Doctri-
A Book, Liber. (na.
A little Book, Libellus.
Writing Tables, Pugillares.
A Commentary, Commentarium.
A Leaf, A Page, A Margin } of a Book, Folium. Pagina. Margo.
The Cover of a Book, Involucrum.
A Library, Bibliotheca.
A Preſſe for Books Pluteus.
The Title of a Book, Inſcriptio.
A { Bookſeller, Bibliopola.
Printer, Typographus.
Compoſer, Typotheta.
Paper, Charta.
Blotting Paper, Charta Bibula.
A Sheet } of Pa- Philyra.
A Quire } per. Scapus.
A { Volume, Volumen. Tomus.
Manual, Enchiridium. Manuale.
A Work, Opus.
A Pen. Calamus.
The nib of a Pen. Crena.
A Pen-knife, Scalpellum.
A Pencil, Penicillus.
Ink Atramentum.
An Inkhorn, or a Standish, Atramentarium.
A Blot, Litura.
Writting, Scriptio. Scriptum.
A Character, Character.

A Point,

A Point,	Punctum.
A Letter,	Litera.
A Syllable,	Syllaba.
A Word,	Dictio, Dict. Logos.
A Sentence,	Sententia.
A Phraſe,	Phraſis.
A Period,	Periodus.
An Accent,	Accentus.
A Spirit,	Spiritus.
A Figure,	Figura.
A Leſſon,	Lectio.
Conſtruing,	Interpretatio.
Parſing,	Examinatio.
A Rule,	Regula.
An Exception,	Exceptio.
An Exerciſe,	Exercitium.
A Theme,	Thema.
Proſe,	Proſa.
Verſe,	Carmen.
An Orator,	Orator.
Rhetorick,	Rhetorica.
An Oration,	Oratio.
A Preface,	Exordium.
A Confirmation,	Confirmatio.
A Conſultation,	Conſultatio.
A Concluſion,	Peroratio Cataſtr.
A Poet,	Poeta.
Poetry,	Poeſis.
A Poem,	Poema.
A Proverb,	Adagium, Proverbium.
An Hiſtory,	Hiſtoria.
A Chronicle,	Annales.
A Day-Book,	Diarium.
A Calendar,	Calendarium.
A Fable,	Fabula.
A Satchel,	Pera.
A Table-Book,	Pugillares.
A Truant,	Emanſor.
A Dunce,	Hebes.
A Rod,	Virga.
A Ferular,	Ferula.
The Maſters Reward, vulgarly called Quarterage,	Minerval.

A Church,	Eccleſia, Templum.
A Chappel,	Sacellum.
A Church-porch,	Propylæum.
A Church-yard,	Cœmiterium.
A Pew,	Subſellium.
A Bell,	Campana.
A Veſtry,	Adytum.
The Chancel,	Sacrarium.
An Altar,	Ara, Altare.
A Statue,	Statua.
An Image,	Imago.
A Graven Image,	Sculptile.
Congregation,	Congregatio.
A Pulpit,	Pulpitum, Roſtra.
A Prieſt,	Sacerdos, Presbyter Miniſter,
An Arch-Deacon,	Archidiaconus.
A Deacon,	Diaconus.
A Biſhop,	Epiſcopus.
A Church-ward.	Ædituus.
A Reader,	Lector.
A Preacher,	Contionator.
A Sermon,	Concio.
The Scripture,	Scripturæ.
The Bible,	Biblia.
The old Teſtament,	Teſtamentum Vetus.
The new Teſtament	Novum
A Prophet,	Propheta.
A Prophecy,	Prophetia.
An Evangeliſt,	Evangeliſta.
The Goſpel,	Evangelium.
An Apoſtle,	Apoſtolus.
Apoſtleſhip,	Apoſtolatus.
A Prayer,	Precatio, Preces.
Confeſſion,	Confeſſio.
A Petition,	Petitio.
Deprecation,	Deprecatio.
Interceſſion,	Interceſſio.
Thanksgiving,	Gratiarum Actio.
Thanks,	Gratiæ.
Prayer,	Laus.
Benediction,	Benedictio.
A Chapter,	Caput.
A Verſe,	Verſus.
An Hymne,	Hymnus, a.
An Anthem,	Antiphon.

A Song,	Cantilena.
Singing,	Cantio.
A Quire,	Chorus.
A Singing-man,	Cantor.
A Chanter,	Præcentor.
An Organ,	Organum.
A Psaltery,	Psalterium.
An Harp,	Lyra.
A Lute,	Cithara.
A Viol,	Pandura.
Musick,	Musica.
A Tune,	Tonus.
A Liturgy,	Lyturgia.
A Sacrament,	Sacramentum.
Baptism,	Baptismus.
A Sacrifice,	Sacrificium.
Frankincense,	Thus.
A Font,	Lavacrum.
A Sprinkling of water,	Asperso.
A Godfather,	Compater.
A Godmother,	Commater.
A giving of names,	Impositio nominum.
Circumcision,	Circumcisio.
The Passover of Easter.	Pascha.
The Eucharist,	Eucharista.
Consecration,	Consecratio.
Communion,	Communio.
Alms,	Eleemosyna.
A Grave,	Sepulchrum.
A Grave-stone,	Cippus.
A Coffin,	Urna.
A Bier,	Feretrum.
An Herse,	Cænotaphium.
A Monument,	Monumentum.
A Scutcheon,	Tholus.
An Epitaph,	Epitaphium.
A Funeral,	Funus.
Funeral Rites,	Inferiæ.
A Funeral Song,	Epicedium.

Time,	Tempus.
Opportunity,	Opportunitas.

An Hour,	Hora.
An hour and a half,	Sesquihora.
An Hour-Glass,	Clepsydra.
A Clock,	Horologium.
A Dial,	Solarium.
The Point of a Dial,	Stylus.
Half an hour,	Semihora.
A Quarter of an hour,	Quadrans.
A Moment,	Momentum.
A Day,	Dies.
Break of Day,	Diluculum.
Sun-Rising,	Exortus.
Morning,	Aurora.
Noon,	Meridies.
Sun-setting,	Occasus.
Evening,	Vesper.
Twilight,	Crepusculum.
A Night,	Nox.
Midnight,	Nox intempesta.
Cock-crowing,	Gallicinium.
A Week,	Septimana, Hebdomada.
Sunday,	Dies Dominicus, vel Solis.
Munday,	Dies Lunæ.
Tuesday,	Dies Martis.
Wednesday,	Dies Mercurii.
Thursday,	Dies Jovis.
Fryday,	Dies Veneris.
Saturday,	Dies Sabbati, vel Saturni.
The space of two dayes,	Biduum.
The space of three dayes,	Triduum.
The space of four dayes,	Quatriduum.
An Holy-day,	Dies Festus.
A Working-day,	Dies Profestus.
Half Holy-day,	Dies Intercisus.
A Moneth,	Mensis.

January,	Januarius.
February,	Februarius.
March,	Martius.
April,	Aprilis.
May,	Maius.
June,	Junius.
July,	Julius.
August,	Augustus.
September,	September.
October,	October.
November,	November.
December,	December.
A Year,	Annus.
Two years,	Biennium.
Three years,	Triennium.
Four years,	Lustrum.
Leap-year,	Annus Bissextilis.
Infancy,	Infantia.
Childhood,	Pueritia.
Youth,	Juventus. Adolescentia.
Manhood,	Pubertas. Virilitas.
Old age,	Senectus.
An Age,	Sæculum.
Eternity,	Æternitas.

An Element,	Elementum.
Fire,	Ignis.
Heat,	Æstus. Fervor.
Warmth,	Tepor. Calor.
Brightness,	Splendor.
Burning,	Incendium.
A Flame,	Flamma.
A Spark,	Scintilla.
A Fire-brand,	Torris.
A Brand quenched,	Titio.
A Dead coal,	Carbo.
A Burning coal,	Pruna.
Ashes,	Cinis.
Smoak,	Fumus.
Soote,	Fuligo.
Wood,	Lignum.
Water,	Aqua.
Rain,	Pluvia.
The Rain-bow,	Iris.
A Fountain,	Fons.
A Rivulet,	Rivus.
A Bridge,	Pons.
A Brook,	Torrens.
A River,	Fluvius.
The Bank of a River,	Ripa.
The Sea,	Mare.
The Ocean,	Oceanus.
The Sand,	Arena.
A Shallow, or Foord,	Vadum.
Depth,	Profunditas.
Sea-weed,	Alga.
A Wave,	Fluctus.
A Whirlpool,	Vortex.
A Drop,	Gutta.
A Shore,	Littus.
A Bay,	Sinus.
A Pool,	Stagnum.
A Marsh,	Palus.
The Deluge,	Diluvium.
The Air,	Aer.
The Skie,	Æther.
Light,	Lux.
The Sun,	Sol.
The Sun-beam,	Jubar.
A Ray,	Radius.
The Moon,	Luna.
The conjunction of the Moon,	Interlunium.
New Moon,	Novilunium.
Horned Moon,	Luna corniculata.
Half Moon,	Luna Dimidiata.
Three quarter Moon,	Luna Gibbosa.
Full Moon,	Plenilumium.
An Eclipse,	Eclipsis.
A Star,	Stella.
A Constellation,	Sidus. Constellatio.
A Cloud,	Nubes.
Darkness,	Tenebræ.
The East,	Oriens.

The West,	Occidens.
The South,	Meridies.
The North,	Septentrio.
A Mist,	Nebula.
Fair weather,	Serenitas.
Calm weather,	Tranquilitas.
A Tempest,	Tempestas.
A Wind,	Ventus.
A storm,	Procella.
A Whirlwind,	Turbo.
A gentle wind,	Aura.
The East wind,	Eurus.
The North wind,	Aquilo.
The South wind,	Auster.
The South-West wind,	Africus.
The West wind,	Zephyrus.
A shower,	Imber.
A drop,	Gutta, Stilla. Stillicidium.
An Icicle,	Stiria.
Frost,	Gelu.
Ice,	Glacies.
The hoar Frost,	Pruina.
The Dew,	Ros.
Snow,	Nix.
Hail,	Grando.
Thunder,	Tonitru.
A Thunder-bolt,	Fulmen.
Lightning,	Fulgur.
A Flash,	Corufcatio.
Earth,	Terra.
An Earth-quake,	Terræmotus.
The top of the Earth,	Superficies.
A Mountain,	Mons.
A Valley,	Vallis.
A narrow Valley,	Convallis.
Dirt,	Cœnum.
Clay,	Lutum.
Dust,	Pulvis.
An Hill,	Collis.
The top of an hill,	Cacumen.
A Cliffe,	Clivus.
A Rock,	Petra.
A Bank,	Ripa, Tumulus.
Gravel,	Sabulum.
A Gravel-pit,	Sabuletum.
Chalk,	Creta.
Allum,	Alumen.
Marle,	Marga.
A way,	Via.
A path,	Semita.
A track of a Cart,	Orbita.
Mettal,	Metallum.
Mines,	Mineralia.
A Digger,	Fossor.
Gold,	Aurum.
A Mine of Gold,	Aurifodina.
Silver,	Argentum.
Brasse,	Æs.
Iron,	Ferrum.
Steel,	Chalybs.
Lead,	Plumbum.
Tinne,	Stannum.
Copper,	Orichalcum.
Corall,	Coralium.
Quick-silver,	Argentum vivum.
Boulder,	Fertumen.
White Lead,	Cerussa.
Virtue,	Virtus.
Vice,	Vitium.
An oversight,	Delictum.
An offence,	Scandalum.
Villany,	Scelus.
Temperance,	Temperantia.
Valiant,	Fortis.
Valor,	Fortitudo.
Justice,	Justitia.
Experience,	Experientia.
Expert,	Expertus.
Chast,	Castus.
Chastity,	Castitas.

Modest

Modest,	Modestus.
Modesty,	Modestia.
Bashfull,	Verecundus.
Bashfulness,	Verecundia.
Humble,	Humilis.
Humility,	Humilitas.
Civility,	Urbanitas.
True,	Verus.
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Magnificence,	Magnificentia.
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Magnanimity,	Magnanimitas.
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An Egge, Ovum.
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A Quill, Calamus.
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A Fowler, Auceps.
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A Bat, Vespertilio.
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A Bunting, Rubetra.
A Buzzard, Buteo, Hyriorcha.
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A Cock, Gallus.
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A Crow, Cornix, Corvus.
A Cuckow, Cuculus.
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A Ring-Dove, Palumbus.
A Stock Dove, Vinago.
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A Jack-Daw, Monedula.
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Ex. J. M.